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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Delays of our Courts.

THERE HAS been much discussion at the bar during this week as to whether any steps are likely to be taken to fill the vacancy caused by the death of Mr. Justice GRANTHAM. We adhere to the view we expressed last week that no such steps are at all probable. It has occasionally been suggested that the slightest reduction in the number of the judges will materially affect the dispatch of business in the courts. Very little is said of the extent to which dispatch is retarded or accelerated by the character of the judge who is selected to fill any vacancy on the Bench. We have no wish to refer by name to any of the judges of the King's Bench Division, but we feel confident that at least two of those who have been recently appointed have cleared the lists with a celerity and efficiency far surpassing that of their predecessors. It is not reasonable to expect that all our judges should maintain the same standard, but we have, even at the present time, business-like and unbusiness-like judges, and progress is slow and unsatisfactory where the judge—with the best of intentions—has no care for the law's delay.

The County Court Appointments.

THE RETIREMENT of Judge EDGE from the county court bench has not been unexpected, since for some time past, for reasons of health, he has been obliged to rely, to a very considerable extent, on deputies in the execution of his duties. Judge EDGE was one of the ablest judges on the county court bench, and in particular he enjoyed a high reputation as an arbitrator in cases under the Workmen's Compensation Act. His retirement has led to the usual game of "follow-my-leader" which takes place when one of the judgeships in London falls vacant. Judge HOWLAND ROBERTS succeeds Judge EDGE, and is himself succeeded by Judge SCULLY. The vacant judgeship at Brighton

thus created goes to Mr. FREDERICK COLERIDGE MACKARNESS. We believe that Mr. MACKARNESS has never possessed much English practice, but he enjoyed a considerable reputation at the bar of Cape Colony in the earlier years of his life, and since his return to England he has appeared sometimes in cases before the Judicial Committee of the Privy Council. To the English bar, therefore, he is something of a dark horse, and his qualifications for the county court bench must await the verdict of experience. But he has enjoyed a very considerable prominence in the public eye as an enthusiastic political supporter of races whom he believed to be oppressed, though of course very different opinions as to the wisdom and propriety of his Parliamentary activities in those directions are taken by his friends and his opponents.

The Naval Prize Bill.

WE HAVE discussed the merits and demerits of the Naval Prize Bill and the Declaration of London on more than one occasion in these columns, and we have no intention of doing so again at present. The House of Lords has rejected the Bill on the second reading, and this rejection means that the Declaration of London will not be ratified at present. Much was made, on the part of the Government in the House of Lords debate, of the fact that two-thirds of the Bill is non-controversial. This non-controversial part consists of a useful consolidation of existing prize law, and it is a great pity that Professor HOLLAND'S suggestion was not adopted of dividing the Bill into two parts, and enacting the non-controversial part in any event. It is, of course, the controversial part that has wrecked the Bill. The attitude of the House of Lords seems to be best summed up in the words of Lord LANSDOWNE: "The question we have to answer to-night is whether this Bill and the Declaration of London—which, I take it, will stand or fall by this Bill—whether these two instruments do provide us with a satisfactory court and a satisfactory code. I am one of those who believe that neither of these questions can be answered in the affirmative." Apparently the Government do not intend to rely on the powers of the House of Commons under the Parliament Act, 1911, in regard to the Naval Prize Bill. By section 2 of this Act, a Bill, to come under the provisions of the Act, must be "sent up to the House of Lords at least one month before the end of the session." As this particular Bill will not have complied with that condition—the session ending before a month will have elapsed from the time of the Bill being sent up to the Lords—the present rejection will not be reckoned among the "three successive" rejections necessary to enable the Royal assent to be given in despite of the Peers.

Leasehold Liabilities of a Testator.

THE OUTSTANDING liability of a testator under leaseholds held by him may occasion difficulty in the winding up of his estate, and the decision of SWINFEN EADY, J., in *Re Lawley* (1911, 2 Ch. 530), shews that the executor may still require to have a sum set aside by way of indemnity. To some extent the necessity for this has been removed by section 27 of the Law of Property Amendment Act, 1859. When the executor has satisfied the existing accrued liabilities, and has assigned the lease to a purchaser, he may distribute the residuary personal estate without appropriating any part to meet the future liabilities of the lease; and his own liability is thereupon at an end, though the lessor can follow the assets into the hands of the legatees. But in order that this provision may apply, there must—so SWINFEN EADY, J., has held in the present case—be an assignment to a "purchaser" in the ordinary sense of this term; that is, a person to whom the lease is sold, and who pays a price in money for it. This condition is not satisfied where the executor, finding an onerous lease on his hands, pays an assignee a sum of money to take it over. In the present case £500 had so been paid, and it would have been convenient if this had, by force of the statute, determined the executor's liability, so that the estate could be wound up. But there was no "purchaser," and the question of the executor's right to set aside a sum by way of indemnity depended on the practice apart from the statute. Where the lease is at a rent small compared to the rack rent, there is really no substantial liability attaching under it after assignment, since it would be better for the lessor to eject than to bring an action on the covenants, and accordingly the executor requires no indemnity, and is not entitled to have a fund set aside: *Dean* v. *Allen* (20 Beav. 1); *Waller* v. *Barrett* (24 Beav., p. 420); *Dodson* v. *Sammell* (1 Dr. and Sm., p. 579). But if the covenants of the lease are, in fact, onerous, a fund will be set aside. The circumstances in the present case shewed that the latter was the rule to apply, and a fund was ordered to be set aside, the amount to be settled in chambers.

Illegality of Contract to Indemnify Bail.

A CASE which recently came before the Chairman of the London Sessions is a good illustration of the general ignorance of the nature of recognizances for the appearance of a prisoner to answer his indictment. The facts were that a person who had become security for the appearance of the prisoner on the trial of an indictment had received a sum of money from him by way of indemnity against eventual loss. The Chairman drew attention to the illegality of the transaction, and pointed out that those concerned in it were liable to be indicted for conspiracy. It is probable, however, that the surety, like many others in similar circumstances, was wholly ignorant as to the law, and thought that the security was a mere money obligation, and that so long as the money was forthcoming, the Crown had no reason to complain. The object of recognizances is, of course, to secure the attendance of the accused person for trial, but it may well happen that he is so situated that, although he has no intention of making default, he has the greatest difficulty in procuring the sureties required by the law. It is not the practice to accept sureties who are not householders, and the ordinary householder may think that a regard for his family requires him to decline the proposed liability, unless he is indemnified against loss. He asks for this indemnity without any consciousness of wrong-doing, and is much surprised to hear that the accused person is supposed to be in his custody, and that the effect of an indemnity would be to deprive the public of the security of the bail. Ignorance of the law is no excuse, but we think it would be well to supply the sureties to a recognizance with a copy of regulations, setting forth their rights and liabilities under the instrument which they are about to execute, and explaining the illegality of any contract to provide them with indemnity against loss.

Clogging the Equity.

THE HOUSE of Lords last week, as reported in the *Times* of the 6th inst., reversed the decision of the Court of Appeal, which had unanimously affirmed SWINFEN EADY J., in *British South Africa Company* v. *De Beers Consolidated Mines* (1910, 1 Ch. 354, 2 Ch. 502), but since the report was inconveniently hidden away in the Commercial Supplement it has probably escaped general notice. The case, it will be remembered, raised a very interesting question as to the clog on the equity, but since the House of Lords has decided that the doctrine does not, in the circumstances, apply, there has been no further discussion of the doctrine itself. By an agreement of the 20th of April, 1892, the De Beers Company agreed to make certain advances to the British South Africa Company, which, with an existing advance, would bring their total indebtedness up to £112,000. The agreement gave the De Beers Company the right to take payment in debentures, if these should be issued by the British South Africa Company. A supplemental agreement was made in December, 1893, under which a further £100,000 was to be advanced, and it was arranged, more or less definitely, that the entire advance should be satisfied by the issue of debentures. This agreement contained a provision that, in consideration of the assistance rendered by the De Beers Company to the British South Africa Company, as appearing in the two agreements, the latter company would grant to the former exclusive licence to work certain diamond grounds. SWINFEN EADY, J., and the Court of

Appeal treated the agreement of December, 1893, as a definite agreement to issue debentures in satisfaction of the advances, and the provision just referred to as an essential part of the agreement for a mortgage security; and since the debentures, which covered the diamond grounds, had been issued and paid off, the British South Africa Company were entitled to hold the diamond grounds free from the licence. The grant of the licence was a clog on the equity of redemption, and came to an end when the property was redeemed. The House of Lords, on the other hand, have treated the agreement of December, 1893, as conferring merely an option on the British South Africa Company to issue debentures, while the grant of the diamond licence was a distinct matter—a benefit conferred in consideration of financial assistance, and not as incident to a mortgage security. In this view the licence had an independent validity of its own, and was not affected by the doctrine of clogging the equity. Thus the case, which promised to be interesting, turns out to be merely a decision on the construction of a somewhat complicated agreement. On some other occasion, perhaps, the House of Lords will renew the discussion raised in *Samuel* v. *Jarrah Timber Corporation* (1904, A. C. 323) as to the policy of applying the doctrine in question to the transactions of commercial companies.

Restrictive Agreements on Sale of Chattels.

A RECENT American decision, and an article by an American writer, on the subject of restrictive agreements made with respect to the sale of chattels, were referred to in a recent issue (*ante*, p. 104). In the English case of *Elliman* v. *Carrington* (1901, 2 Ch. 275), as pointed out there, the validity of such an agreement was upheld. That case, however, had to do only with the mutual rights of vendor and purchaser dealing directly with each other. The case of the rights and liabilities of a sub-purchaser, that is—usually—a retail dealer buying from the purchaser who has bought wholesale from the original vendor or manufacturer, has also come before our courts. In *Taddy* v. *Sterious* (1904 1 Ch. 354), an unsuccessful attempt was made to do something very like making restrictive covenants "run" with goods. The facts were shortly these: The plaintiffs were wholesale manufacturers and vendors of tobacco in packets, and they sold to a wholesale dealer subject to certain terms and conditions as to the minimum price at which the goods were to be sold. Every packet had printed on it distinct notice of these terms and conditions. The wholesale dealer re-sold to the defendants, who were retail tobacconists and had full notice of the terms and conditions referred to. The defendants did not adhere to the conditions, but sold the tobacco to customers at less than the stipulated minimum price. The plaintiffs then brought their action to restrain the defendants from selling at the lower price. SWINFEN EADY, J., held that there was no contractual relation between the plaintiffs and defendants, and restrictive conditions could not be attached to chattels so as to bind purchasers even with notice; the plaintiffs' action therefore failed. This decision was subsequently approved by the Court of Appeal in *McGruther* v. *Pitcher* (1904, 2 Ch. 306), and the principle of these cases is that, whether the owner of chattels is entitled to sell them in any manner he pleases is entirely a matter of contract between him and the person from whom he obtained them; any such contract does not *ipso facto* affect other persons, even though they have notice of it. The case of *McGruther* v. *Pitcher* itself is not very satisfactory. The goods which formed the subject-matter of the litigation were articles manufactured under a patent grant, but—apparently on the ground that it was not the patentee's rights which were in question—the case was treated as one purely of contract or no contract, and precisely on the same plane as *Taddy* v. *Sterious* (*supra*). Where a patentee, however, seeks to enforce restrictive conditions against a purchaser of the patented article, the matter assumes a different complexion altogether. A grantee of patent rights is entitled to attach any conditions he pleases to the sale of his goods, and the enforcement of these conditions does not depend solely on the principle of direct contractual relationship. A purchaser of a patented article, who takes with notice of any condition attached to it by the patentee, can be made responsible by the patentee for infringing the condition—this really being an infringement of the rights under the patent. The two cases on this are *Incandescent Gas Light Co.* v. *Cantelo* (1895, 12 Rep. Pat. Cas. 262), and *British Mutoscope and Biograph Co.* v. *Homer* (1901, 1 Ch. 671). The law on this point has also been recently elucidated by the Privy Council in an Australian appeal—*National Phonograph Co.* v. *Menck* (1911, A. C. 336). Thus, restrictive conditions can be made to run with patented articles under some circumstances, but not with ordinary chattels.

Litigation by Corporations.

A CORRESPONDENT, whose letter we print elsewhere, raises an interesting question as to the right of a corporation to authorize one of its employés to issue process in its name, and he refers to a statement in the Yearly County Court Practice, 1911, p. 203, that "every corporation aggregate, whether it be a public company or not, must sue and be sued in its corporate name by attorney appointed under its common seal." Substantially this seems to be correct. A corporation is outside the rules which permit a litigant to carry on proceedings in person, and it seems that the appearance of a company or coporation by its secretary or other officer is refused at the Central Office (Annual Practice, 1912, Ord. 12, r. 11, note, p. 116). It is clear, moreover, that when the proceedings are in court, the company cannot appear by an officer, even though he be the chairman: *Re London County Council* and *London Tramways Co.*, 13 T. L. R. 254; *Scriven* v. *Jescott*, 53 SOLICITORS' JOURNAL, 101). The question whether a company can issue process by one of its officers is not, so far as we have observed, touched upon in any book of practice or reported case; but the principle which prevents the company from entering an appearance except by a solicitor, and from appearing in court, except in the High Court, by counsel, and in the county court by a solicitor or agent authorized by the judge under the County Courts Act, 1888, section 72, seems equally to forbid the issuing of process except by a solicitor, and it appears, from our correspondent's letter, that a county court decision to this effect has been given. This, however, seems to be carrying the disability of corporations somewhat far, and we should not be surprised if it was ultimately held that this preliminary step can be taken without the intervention of a lawyer. Assuming that a lawyer is required, then he must be appointed under seal. Otherwise he cannot recover his costs: *Arnold* v. *Mayor of Poole* (4 M. & Gr. 860); *Phelps* v. *Upton Highway Board* (1 T. L. R. 425); though this was questioned by BRETT, L.J., in *Newington Local Board* v. *Eldridge* (12 Ch. D. at p. 360); and it is competent for the other party to object to the proceedings as irregular unless he has taken some step in them since the want of proper authority came to his knowledge: *Thames Haven Railway Co.* v. *Hall* (5 M. & Gr. 274). It is clearly the safer course for a company to take no litigious proceedings except by a solicitor appointed for the purpose under seal; and a solicitor acting for a company imperils his costs if he does not obtain a retainer in this form.

Separation Deeds and Bankruptcy.

THERE ARE two somewhat important differences between a separation which is entered into voluntarily by the parties to the matrimonial tie, and one which is imposed by order either of the Divorce Court or of a Bench of Justices. The former does not release the husband from liability for his wife's torts; the latter does, at least when the liability arises after the order has been made. On the other hand, alimony due under an Order of Court is a penal debt as to which it is no defence under the Judgment Debts Act, 1869, to set up a lack of means on the part of the husband; it is likewise one of those tortious debts from which a bankrupt is not released by his discharge: *Linton* v. *Linton* (15 Q. B. D., 239). The Court of Appeal, overruling Mr. Justice DARLING, have just decided in *Victor* v. *Victor* (*Times*, 12th December), that this rule does not apply to a sum named by way of alimony in a voluntary separation deed. Such a debt is simply an ordinary contingent debt arising out of a contract, and its future value must be assessed in accordance with the principle laid down in *Hardy* v. *Fothergill* (13 App. Cas. 351).

When so assessed it is provable in bankruptcy, and on obtaining his discharge the bankrupt is released therefrom. This view had already been taken in *ex parte Bates* (11 Ch. D. 914) and *ex parte Neal* (14 Ch. D. 579), two decisions of the Court of Appeal which held that such debts were provable in bankruptcy. The present case merely takes the step which in logic follows from the competency of the creditor to prove for her debt, and debars her from suing afterwards on a debt for which she ought to have proved.

The Modern Portia.

THE CLEVER French lady, who, last week, paid all too short a visit to our shores, and left behind her a melancholy collection of badly damaged hearts among the junior members of the legal profession, had not much that was new to communicate with regard to the French Bar; but we imagine she will have a good deal to tell her *confrères* in Paris about the manners and customs of the English Bench and Bar. We cannot but regret that the learned Judge who took the fair visitor under his wing had not arranged for her the interesting spectacle of one of the regular stand-up fights between a learned and eminent King's Counsel and one of the judges of the Court of Appeal, or a lecture on the defects of his erring brethren by another judge of the same court, beginning "with great respect to the learned judge who is now presiding in this court, I think he misunderstood" and so forth (1911, 2 Ch., at p. 300). Still, there was left much food for observation, and the learned lady appears to have confided some of her impressions to her adoring interviewers here, but, with characteristic tact, she left the most interesting unsaid. She was naturally much surprised at the homely conversations with the Bench which, on this side of the Channel, take the place of the fiery orations and impassioned appeals of the French avocat. Since the death of Mr. OSWALD we have had nothing of this description to offer. She is also reported to have noted that in England a barrister when he wishes to address the Bench "just stands up and speaks from his seat." That, if unexplained, appears to be a complicated and difficult operation; but her meaning appears to have been that the English counsel does not leave his bench and speak from a sort of tribune. Above all, our fair visitor was overwhelmed with surprise at finding that in this country judges "make jokes" on the bench. Her astonishment would probably increase when she inquired the nature of the judicial jokes. Why, we can imagine her asking, do counsel, solicitors, and ushers, laugh so consumedly at the drivelling nonsense which on the Bench passes current for jokes? The question would, we fear, have to remain unanswered.

The Interpretation of the Evidence of Foreign Witnesses.

ONE OF the Metropolitan police magistrates was recently indebted to a gentleman from the Swedish consulate, who interpreted the evidence of some of the witnesses, and the magistrate intimated that the interpretation of evidence in the courts was often challenged by persons who happened to be present, and that it was his intention in future occasionally to apply to the consulates for assistance, as the fees allowed to interpreters did not encourage the best educated and most skilful members of that calling. We are afraid that there is not much likelihood of more liberal provision being made for the assistance of the court in the interpretation of the evidence of foreigners, and can only hope that the increase in the knowledge of the English language may diminish the necessity for such assistance.

At a meeting of the justices of the London Sessions last week, presided over by Mr. Robert Wallace, K.C., the late Deputy Chairman, Mr. Richard Loveland-Loveland, K.C., was presented with a silver salver and an epergne, subscribed for by the justices as a token of their appreciation of his services. About fifty justices were present, and in making the presentation Mr. Wallace, K.C., said that Mr. Loveland-Loveland had been conspicuous for his impartiality, ability, and courtesy, and had proved himself an upright judge and an honourable man.

Taking Accounts with Rests.

A MORTGAGEE who goes into possession of the mortgaged property makes himself liable to account for the rents and profits, and he accounts not only for what he actually receives, but also for what he might or ought to have received; in other words, the account is taken against him on the footing of wilful default: see *Kensington* v. *Bouverie* (7 D. M. & G., p. 156). But the manner in which he accounts forms a singular chapter in the history of equitable procedure. As to the manner in which the accounts should be taken there is no doubt. The principal debt, interest, and expenses incident to possession under the security—such as expenses of insurance and repairs, and of permanent improvements when proper to be allowed—should be debited to the mortgagor, and the rents and profits should be credited to him, and every half-year or year a balance should be struck on the revenue account, and if the mortgagee had money in hand on that account, it should be credited to the principal debt, and the interest on that debt correspondingly reduced. Moreover, if at any time there was a sale of part of the property, the net proceeds of sale should be credited to the mortgagor at once, and, after satisfying any then existing arrears of interest, should go in reduction of the principal, and the interest should at once be reduced.

But the practice of the court in ordinary cases is quite different. The account runs on continuously until a final balance is struck, and for this purpose the usual order directs—(1) an account of what is due to the mortgagee for principal, interest, and costs; (2) an account of the mortgagee's expenses for repairs, &c.; and (3) an account of rents and profits. Accounts (1) and (2) are added together and account (3) deducted, and the balance, if adverse to the mortgagor, is the sum for which he is entitled to redeem. This method is used, in ordinary cases, however long the mortgagee has been in possession: Seton, 6th ed. 1957; *Wrigley* v. *Gill* (1905, 1 Ch., p. 253). The result is that when the rents are more than the interest, the mortgagee has the excess in his pocket and pays no interest for it, while he is all the time charging full interest on the principal debt; on the other hand, if the rents are less than the interest, the interest goes on accumulating, and the mortgagor is not charged interest on these accumulations. Hence, assuming that the mortgagor can be charged compound interest, it is, as JESSEL, M.R., remarked in *Union Bank* v. *Ingram* (16 Ch. D., p. 46), an accident in whose favour the account so taken may happen to be. But he overlooked the fact that the mortgagor cannot be charged with compound interest in the absence of agreement, express or implied; and, when this is remembered, it becomes clear that the continuous method of taking the accounts can only favour the mortgagee, and in most cases will so favour him.

There are thus two methods of taking the accounts—the ordinary method of accountancy, in which periodical balances are struck; and the special method of the court, in which the account is taken continuously without striking balances. But the Court of Chancery recognized that its mode of taking accounts might produce injustice, and in certain cases it directed that the accounts should be taken in the ordinary method—ordinary, that is, outside the court—and this it called taking the account with rests. The reason why it did not take the accounts in this manner always was said to be that the mortgagee was not bound to accept his money in driblets: *Nelson* v. *Booth* (3 De G. & J., p. 122); but a mortgagee who goes into possession is glad to get his money in any way he can. He has given up the hope of being repaid by the mortgagor, and is looking to receive his money from the property. This being so he should take it as it comes, whether from rents or from sales, and give credit to the mortgagor accordingly.

Originally, indeed, the usual practice seems to have been to take the account with rests, and this was done whenever it appeared that there was a substantial excess of rents over interest: *Gould* v. *Tancred* (2 Atk. 533); *Donovan* v. *Fricker* (Jac., p. 168). The court seems to have started with the theory that rests were proper, except where the excess of receipts over interest was so small as not to make it worth while to strike periodic balances, and the ordinary course was to direct rests unless the mort-

gagee was, under the circumstances, entitled to special favour: *Shephard* v. *Eliot* (4 Mad. 254). So late as 1881, in *Carter* v. *James* (29 W. R. 437), this was treated as the correct practice. But, in fact, the practice had been changed. The court ceased to direct rests on the ground of excess of rents over interest, and the peculiar method of accounting without rests had become the ordinary practice, and it was departed from only when the mortgagee had for some reason incurred the displeasure of the court. He incurred its displeasure if he entered when no interest was in arrear; this was regarded as an unusual and high-handed proceeding; moreover, so it was said, it evinced an intention to accept his money by driblets, and he was ordered to account with rests: *Wilson* v. *Cluer* (3 Beav., p. 140); *Nelson* v. *Booth* (*supra*); *Ashworth* v. *Lord* (36 Ch. D., p. 552). The mortgagee, however, was excused if there were special circumstances justifying his taking possession: *Horlock* v. *Smith* (1 Coll., p. 297). He also incurred the displeasure of the court when he set up a title adverse to the mortgagor and disputed his right to redeem; and here, too, he was directed to account with rests: *Incorporated Society* v. *Richards* (1 Dr. & War., p. 334); *National Bank* v. *Hand in Hand Co.* (4 App. Cas., p. 409). In these cases the direction to account with rests was a means whereby the court penalized the mortgagee in order to shew its dissatisfaction: *Wrigley* v. *Gill* (*supra*). Where the mortgagee is not originally ordered to account with rests, he does not become liable so to account when arrears of interest have been paid out of rents, though he must account with rests from the date when the principal has been satisfied: *Wilson* v. *Cluer* (*supra*); *Ashworth* v. *Lord* (*supra*). Thenceforth, indeed, the account assumes a different character, and the direction to account with rests is simply a direction that the mortgagee is to be charged compound interest on balances of rents in his hands. The direction is the same as in any other case where an accounting party—such as an executor—has balances in hand: *Raphael* v. *Boehm* (11 Ves. 92, 13 Ves. 407, 590); *Heighington* v. *Grant* (5 My. & Cr. 258).

It has been pointed out above that proceeds of sale should be at once applied in satisfying arrears of interest and in reducing the principal debt, and this was done in *Thompson* v. *Hudson* (L. R. 10 Eq. 497). This seems to require that there shall also be a rest in the account of rents in order to find out what interest is in arrrear; but it was held otherwise in *Wrigley* v. *Hill* (*supra*) and *Ainsworth* v. *Wilding* (1905, 1 Ch. 435). The net proceeds of sale must, indeed, be at once credited to the mortgagor, but no rest is then made in the account of rents and profits. If the account is being taken with rests, then there will be the usual rest in rents and profits at the next periodical rest. The omission to notice this in *Binnington* v. *Harwood* (Turn. & R. 477) has introduced confusion into the text-books, and possibly into the practice. Otherwise the account will go on continuously, subject only to the proceeds of sale being credited to the mortgagor, and the interest on the reduced principal debt being correspondingly reduced. The recent cases just referred to crystallized the present erroneous method of taking accounts, and emphasized the hardship on the mortgagor. Arrears of interest are paid out of the proceeds of sale, and the mortgagee is allowed to keep all rents and profits in hand.

In point of fact there appears to be no reason to maintain the system of continuous accounts. It is in itself objectionable as a method of taking accounts, and makes the official practice different from ordinary practice, and it is responsible for the not very intelligible distinctions between cases where the one method or the other is adopted. The natural course is to take all accounts with rests, and this should prevail between mortgagor and mortgagee generally, save only in the one exception originally recognized, namely, where the excess of rents over interest is so slight as not to make it worth while to interrupt the account. The original practice of the court appears to have been the correct practice.

It having been persistently rumoured that Sir Rufus Isaacs, the Attorney-General, intended to retire, says the *Evening Standard*, that gentleman authorizes the *Reading Observer* to state that there is absolutely no foundation for the story.

Purchasers for Value of Life Policies.

POLICIES of life insurance being *choses in action* that can now be assigned at law as well as in equity, so that the assignee can sue in his own name for recovery of the amount assured, what is the position of a purchaser for value of a policy of life insurance, who has made himself the legal owner of the policy without any notice of certain adverse equitable interests in the policy? Take the following case: A insures his life for £1,000, and subsequently, when the policy has attained to a surrender value, assigns it to B for £100. The assignment is in the statutory form permitted by the Policies of Assurance Act, 1867, and purports to be an absolute one. B, however, in accordance with an arrangement between the parties, gives A a letter stating that he holds the policy merely as security for £100 lent, and will account to B or his representatives for the balance of the policy money after payment of the £100 and interest. B gives notice of the assignment to the insurance company in due form, and subsequently assigns the policy absolutely to C for £200, nothing being said as to any right of redemption either in B or A. As against B, the assignment to C would of course be absolute, and B would have no further interest in it. But what of A's rights? Can C, after giving due notice to the insurance company and thus completing his title to the policy, successfully claim to be the owner of the policy as against A and his representatives, so that the policy moneys shall be paid wholly to him, instead of A's representatives, on the latter's death? On the facts above stated, there seems to be no doubt that C would succeed in retaining the whole of the policy moneys—apparently, however, not on the ground that he is the legal owner of the policy, but simply because he has a better equity than A's representatives. In view of the Policies of Assurance Act, 1867, and section 25 (6) of the Judicature Act, 1873, this may seem strange. In truth, however, these two enactments appear to have made little difference in the rights of a purchaser of a life policy.

The Policies of Assurance Act, 1867 (30 & 31 Vict. c. 144), enacts that any person, becoming entitled by assignment or other derivative title to a life policy, may sue at law in his own name to recover the policy moneys. This right of action is only conferred after written notice of the assignment has been given to the insurance company, "and the date on which such notice shall be received shall regulate the priority of all claims under any assignment." It has, however, been held by HALL, V.C., in *Spencer* v. *Clarke* (1878, 9 Ch. D. 137), that notice of an equitable mortgage by memorandum of deposit will not confer priority against an earlier incumbrancer, who has given no notice, but who has the policy in his possession. This case was recently relied on by PARKER, J., in *Re Weniger's Policy* (1910, 2 Ch. 291). It has also been held, by NORTH, J., in *Newman* v. *Newman* (1885, 28 Ch. D. 674), that the Act of 1867 does not enable priority to be gained by a later incumbrancer who has given notice of his assignment, over an earlier incumbrancer who has not given notice, when the later incumbrance was taken with notice of the earlier. Beyond enabling the assignee to sue in his own name, therefore, the Act leaves priorities to be settled much as before.

Sub-section 6 of section 25 of the Judicature Act, 1873 (36 & 37 Vict. c. 66) confers the same right to sue on giving notice to the debtor, &c., with respect to "any debt or other legal *chose in action*," but this right is expressly made "subject to all equities which would have been entitled to priority over the right of the assignee if this Act had not passed." There is not much authority on this important reservation, but its meaning is clear, and, as under the Policies of Assurance Act, 1867, priorities between assignees of legal *choses in action* are left to be settled much as before the Act. *Bateman* v. *Hunt* (1904, 2 K. B., p. 538) is one of the few decided cases in which this provision is referred to.

It appears, then, that the A, B, C case above stated must be decided on the law as it stood before the Act of 1867, and that no help is gained from the enactments conferring the legal ownership on persons formerly entitled only in equity to legal *choses in action*. The question comes round to the point beyond

which (before 1867) it could never have travelled—*i.e.*, who has the better equity, C or A? On the authority of *Bickerton* v. *Walker* (1885, 31 Ch. D. 151), it would seem that C has the better equity, and would be entitled to the proceeds of the policy as against A's representatives. In *Bickerton* v. *Walker* a sum of stock and certain life policies were mortgaged to secure £250. As a matter of fact, only £91 had been paid to the mortgagors. The mortgagee, however, transferred his mortgage on the footing of its being a valid security for £250, and the transferee had no notice of the actual facts. Being a purchaser for value, he was held to have a better equity than the mortgagors, and was therefore held entitled to enforce the mortgage for its full nominal amount.

In the present case precisely the same result is reached, if the suggested conclusion is correct, as would have been reached by holding the purchaser C to have acquired the legal ownership without notice of the equitable interest—which here amounts to a formally declared trust—of A. But the radical difference between the two principles of acquiring the legal ownership free from equities, and simply having the better equity, should be noted.

Reviews.

Probate and Administration.

THE LAW AND PRACTICE OF PROBATE AND ADMINISTRATION. By W. JOHN DIXON, B.A., LL.M., Barrister-at-Law. THIRD EDITION. Jordan & Sons (Limited).

The author tells us, in his preface, that "the plan of this edition is distinct from that of the preceding ones," and no doubt it is better that the arrangement of the subject should follow the order in which questions occur on applications for probate or administration. The book has a short ante-preface, a "Foreword" written by the President of the Probate Division, in which the author's "powers of condensation and arrangement" are favourably spoken of. The general plan of the book is good, and it is likely to be useful as a handy work of reference on many occasions. But there are points of detail which call for criticism. For instance, on p. 123 the subject of incorporation of documents in wills is dealt with. In note 2, *University College of North Wales* v. *Taylor* (1907, P. 228) is thrown in as a sort of make-weight, the statement in the text referring to the law as laid down by the House of Lords in 1878; but this case of 1907 was reversed—see 1908, P. 140—by the Court of Appeal. The case related to the admission of parol evidence to identify a document referred to in the will, and this point appears not to be touched by the author. The statements made on pp. 104 and 174, as to "companies" and "corporations" in the capacity of personal representatives, seem to be unsatisfactory. There are also defects in the mechanical apparatus, of which the imperfect reliability of the index and the absence of a table of statutes are the most obvious, and there are several serious misprints, of which two instances may be given. On p. 490 Lord "Kingdon's" Act is spoken of. On p. 491 the Act referred to as "20 and 21 Vict." c. 121, and followed by a lengthy title, is what is generally and officially known as the Domicile Act, 1861 (24 and 25 Vict. c. 121). The short titles of Acts are frequently omitted, and this renders the absence of a table of statutes the more inconvenient. In the case of the Court of Probate Act, 1857, the wrong short title is given (p. 474).

We regret to have to make so many criticisms; we repeat that the book is likely to be useful as a handy guide. One method of citing cases, which is a novelty in English text-books, is certainly deserving of wider adoption; the Scottish plan of omitting "In re," "In the goods of," &c., here adopted, has a good deal to be said in its favour.

Books of the Week.

Railway Companies.—The Law of Railway Companies. Being a Collection of the Acts and Orders relating to Railway Companies in Great Britain and Ireland. With Notes of all the Cases decided thereon. By J. H. BALFOUR BROWNE, K.C., and H. S. THEOBALD, K.C. Fourth Edition. By J. H. BALFOUR BROWNE and HAMILTON CONACHER, B.A., LL.B., Barrister-at-Law. Stevens & Sons (Limited).

Equity.—The Principles of Equity, intended for the Use of Students and of Practitioners. By EDMUND H. T. SNELL, Barrister-at-Law. Sixteenth Edition. By ARCHIBALD BROWN, M.A. (Edin. and Oxon.) and D.C.L. (Oxon.), Barrister-at-Law. Stevens & Haynes.

Licensing.—The Licensing Act. By the late JAMES PATERSON, M.A., Barrister-at-Law. Being the Licensing (Consolidation) Act, 1910, The Finance (1909-10) Act, 1910, and the Extant Provisions of the Licensing Acts from 1830 to 1902; together with all other Relative Excise, Inland Revenue, Innkeepers and Grogging Acts, with Notes; and the Law relating to Clubs, Theatres, Cinematograph Exhibitions, Music and Dancing, Racecourses, Billiards, Compensation, Covenants, Contracts of Sale of Licensed Premises, and Rates and Taxes on Licensed Property; and Forms. By GERARD R. HILL, M.A., Barrister-at-Law; assisted by HARRY CLOVER, Barrister-at-Law. Twenty-second Edition. Butterworth & Co.; Shaw & Sons.

Discovery.—The Law of Discovery. Being a Comprehensive Treatise on the Principles and Practice relating to Interrogatories, Discovery of Documents and Inspection of Documents in Proceedings in the High Court and County Court. By R. E. ROSS, LL.B., Barrister-at-Law. Butterworth & Co.

Roman Law.—A Primer of Roman Law. By W. H. HASTINGS KELKE, M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

Correspondence.

Clause 12 of the Conveyancing Bill, 1911.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I venture, through the hospitality of your columns, to call attention to clause 12 of the Conveyancing Bill, 1911, which has passed through all its stages in both Houses of Parliament, and, subject to the Royal Assent, comes into operation on the 1st of January, 1912. Clause 12 is apparently intended to get rid of the decision in *Re Pawley and the London and Provincial Bank* (1900, 1 Ch. 58), which decides that under sub-section 2 of section 2 of the Land Transfer Act, 1897, non-proving (but non-renouncing) executors, as well as the proving executors, must join in a conveyance of the testator's real estate, in order to convey the legal fee simple.

Clause 12 reads as follows:—"Where probate is granted to one or some of several persons named as executors, power being reserved to the others or other to prove, the sale . . . of real estate may, notwithstanding sub-section 2 of section 2 of the Land Transfer Act, 1897, be made by the proving executors or executor without the authority of the court, and shall be as effectual as if all named as executors had concurred therein."

What is the meaning of the word "several" therein? According to the leading lexicographers it means "more than two." It therefore follows that if only two executors are named in the will (which is the most common case), and one proves and the other does not renounce, clause 12 will not apply, and the inconvenient rule, as laid down in *Pawley and the London and Provincial Bank*, will still hold good.

How a defect at once so obvious and so serious in the new Bill could have escaped the notice of the eminent conveyancer who drafted the Bill is difficult to imagine, but it is still more difficult to imagine how it could have escaped the notice of the still more eminent body of conveyancers who, I understand, revised the Bill, unless it be perversely said that a knowledge of the plain meaning of the King's English is not to be found in Lincoln's Inn. Perhaps, when the occasion arises, some benevolent judge of the Chancery Division will come to the assistance of these eminent conveyancers, and boldly decide that when a conveyancer uses the word "several" he means not only "more than two" but also "two only"; but pending such judicial decision, the ordinary practitioner (as opposed to the eminent conveyancer) will be well advised to give to plain English words their plain meaning, and to be guided by the decision in *Pawley and the London and Provincial Bank*, which clause 12 was designed (but has in large measure failed) to get rid of.

Dec. 12. ORDINARY PRACTITIONER.

Litigation by Corporations.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In the December issue of the Law Society's *Gazette*, at p. 18, there is a report of a case heard before the deputy judge at the Knaresborough County Court on the 10th ult., in which he decided that a summons issued by an employé of a plaintiff limited company was bad, as being irregularly issued; and, further, that a plaintiff limited company could only appear by attorney appointed under the common seal. We have referred to the "Yearly County Court

Practice" note to Order III., rule 1, under heading "Artificial Persons," where the learned authors state, "Every corporation aggregate, whether it be a public company or not, must sue and be sued in its corporate name by attorney appointed under its common seal."

Surely this does not mean that a solicitor, before issuing a writ or other process, is to receive an appointment for that purpose under the common seal of the company for whom he is instructed to act. And further, how can a "corporation aggregate . . . *be sued* . . . by attorney appointed under *its* common seal"?

R. S. JACKSON, BOWLES AND JACKSON.

Ingram-court, Fenchurch-street, Dec. 12.

[The expression "be sued by attorney" is inaccurate. The corporation is sued in its corporate name and defends by attorney. As to the general question, see observations under head of "Current Topics."—ED. *S.J.*]

CASES OF THE WEEK.

House of Lords.

KERRISON *v.* GLYN, MILLS, CURRIE, & CO. 31st Oct.; 4th Dec.

MONEY PAID UNDER A MISTAKE OF FACT—LIABILITY TO REFUND—EFFECT OF BANKER PLACING MONEY TO CREDIT OF CUSTOMER'S ACCOUNT, THE BANKER FAILING BEFORE IT IS DRAWN UPON.

By a standing arrangement between the plaintiff, who resided in England, and K. & Co., a firm of bankers in New York, made in 1902, the latter agreed to honour the drafts of a Mexican company, of which the plaintiff was the managing director in London, up to £500, and the plaintiff agreed to recoup K. & Co. by paying into their account with the defendants the amount which they so paid against the standing credit. In October, 1907, such an overdraft was required by the Mexican company, and K. & Co. placed £500 to their credit, giving notice to the plaintiff, who thereupon, on receiving the notice, paid £500 to the defendants. Between these two dates and before any cheques drawn by the Mexican company were honoured against the advance, K. & Co. committed an act of bankruptcy. Thereupon the plaintiff claimed the return in full of the £500 he had paid the defendants.

Held, allowing the appeal, that the £500 must be returned to the plaintiff.

Decision of Court of Appeal (26 *T. L. R.* 404, 15 *Com. Cas.* 241) *reversed, and judgment of* Hamilton, J. (*reported* 15 *Com. Cas.* 1) *restored.*

Appeal by the plaintiff, Mr. R. O. Kerrison, from an order of the Court of Appeal, which reversed a decision of Hamilton, J., in the Commercial Court. The case is reported 26 T. L. R. 404, 15 Com. Cas. 241. For some years prior to 1907 the plaintiff carried on business in Mexico, from the head office in London, under the name of the Bote Mining Co., whose bankers were Kessler & Co., of New York. He agreed with Kessler & Co. that whenever, from time to time, the current account of the Bote Mining Co. should be nearly overdrawn, they should place to the mining company's credit an advance of £500, and that he, on receiving notice, would place £500 forthwith at the respondents' bank, who were their English agents, Messrs. Kessler & Co. being entitled to charge ½ per cent. on the advance. On each occasion when an advance was required between 1903 and 1907 this course of dealing had been followed. On the 21st of October, 1907, Kessler & Co. credited the account of the Bote Mining Co. (which was then nearly overdrawn) with £500, and wrote to the Bote Mining Co. that this had been done, and also to Mr. Kerrison. The Bote Mining Co. drew, and put into circulation, cheques between the 21st of October and the 31st of October, for amounts exceeding their balance prior to the above-mentioned credit of £500, but none of these cheques was presented for payment before the 31st of October. Consequently, none of the £500 overdraft was drawn upon at the latter date. On the afternoon of the 30th of October, in New York, Messrs. Kessler & Co. made an assignment of all their property to a trustee on behalf of creditors. It was admitted that neither the appellant nor the respondents had any notice of this fact at the time that the £500 was paid by the defendants to the credit of Messrs. Kessler & Co.'s account. In these circumstances the plaintiff claimed the return of the £500 he paid Messrs. Glyn, Mills, Currie, & Co. Hamilton, J., held that the plaintiff was entitled to get it back, but the Court of Appeal held he could not, because, so soon as Kessler & Co. placed the £500 to the credit of the Bote Mining Co. the plaintiff became liable to place, as he did, a similar amount with Glyn, Mills, Currie, & Co., and that, having been credited to the account of Kessler & Co., it could not be recovered, as there was no mistake of fact which entitled him to require the respondents to return the £500 he had paid them. During argument it was admitted that if any of the cheques issued after the 21st of October had become payable, and were not met by the balance on that date, to that extent the plaintiff could not recover.

THE HOUSE took time for consideration.

Lord ATKINSON read a judgment dealing at length with the facts in order to decide what was the proper inference to be drawn from them touching the precise nature of the arrangement entered into between the plaintiff and Kessler & Co., in accordance with which the sum sought to be recovered was lodged with the defendants under the circumstances mentioned above. Upon this point, the vital one in the case, Hamilton, J., and the judges of the Court of Appeal came to different and conflicting conclusions. In his opinion the decision of Hamilton, J., was the right one. If the £500 had been transmitted direct by post neither Kessler & Co. nor their assignees in bankruptcy could, on Hamilton, J.'s decision as to the nature of the arrangement entered into, have retained it. The defendants could have no better right to hold it than Kessler & Co. would have had.

The Earl of HALSBURY said he agreed with the judgment of Lord Atkinson. The Court of Appeal, he thought, were wrong in the inference they drew from the facts; he did not disagree with them as to their opinion of the law.

Lord SHAW read a judgment, concurring in the appeal being allowed. The respondents' counsel had striven to distinguish the position of a banker from the position of any other recipient of money acting as factor or agent, and relied on the *dictum* of Lord Cottenham in *Foley v. Hill* (1848, 2 Ch. & Fin. 28). That *dictum* was not capable of the application suggested. He agreed with the opinion that money so paid, under such circumstances as the present, could be successfully redemanded. He did not think that it would be correct, either in law or in business, to permit the recipient, though a banker, to impound money, which his principal could not have honestly or legally retained. This rule applied generally, even although the recipient, whether banker or agent, was, as here, ignorant at the time of receipt of the disability of the principal to do the thing for which, and for which alone, the money was deposited, or was himself under a mistaken impression on that subject.

Lord MERSEY read a judgment also in favour of the appeal being allowed. The facts brought the case directly within the terms of the judgment of Lord Loreburn, C., in *Kleinwort v. Dunlop* (97 L. T., p. 294), where he said: "It is indisputable that if money is paid under a mistake of fact and is redemanded from the person who received it before his position has been altered to his disadvantage, the money must be repaid in whatever character it was received." An attempt was made to take the case out of this plain and simple rule of law by saying that the defendants, being Kessler & Co.'s bankers, had, by the receipt of the money, become debtors of Kessler & Co., and could not, therefore, be called upon to repay the plaintiff. This, in his opinion, was a fallacy. The appeal was accordingly allowed with costs.—COUNSEL, *Sir Robert Finlay*, K.C., and *Rowlatt*, for the appellant; *Bailhache*, K.C., and *Alan Macpherson*, for the respondent bank. SOLICITORS, *Gribble, Oddie, Sinclair, Rowlatt, & Johnson; Murray, Hutchins, Stirling, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

ELLIS *v.* BANYARD. No. 1. 5th Dec.

NEGLIGENCE—CATTLE ON HIGHWAY—STRAYED THROUGH OPEN GATE FROM FIELD—NO EVIDENCE AS TO HOW THE GATE GOT OPENED—*Primâ facie* EVIDENCE OF NEGLIGENCE—BURDEN OF PROOF.

Cattle strayed from a field where the defendant, the owner, had put them out to pasture, on to the adjoining highway. There was evidence that about 6.30 in the evening the gate was fastened. About 10.30 the cattle were on the highway, and caused personal injury to the plaintiff.

Held, that it was on the plaintiff to prove negligence on the part of the owner of the cattle, as no primâ facie *evidence of negligence on his part was to be assumed merely from the fact that the cattle had strayed. As the plaintiff failed to establish this, the defendant was entitled to judgment.*

Decision of Divisional Court, *where the defendant's appeal was dismissed,* Phillimore, J., *holding there was no evidence of negligence on the part of the defendant, while* Horridge, J., *held that there was* (*reported* 55 SOLICITORS' JOURNAL, 500) *reversed.*

Per Vaughan Williams, L.J.—*The owner of cattle does not warrant that they will not stray, and is only liable to take ordinary care, unless the animals are of a class likely to do injury to persons lawfully using the highway.*

Appeal by the defendant, R. Banyard, from an order of the Divisional Court (reported 55 SOLICITORS' JOURNAL, 500). The plaintiff, Miss Ethel Ellis, while cycling one evening, about 10.30 p.m., along a highway adjoining a field belonging to the defendant, saw some cows belonging to the defendant coming out of the field on to the road. She slowed down to jump off her bicycle, but in doing so was knocked down by one of the cows and sustained personal injuries, for which she claimed compensation. At the trial at the county court, Romford, the judge, no evidence as to how the gate leading from the field came to be open being given, was of opinion, from the fact that the cows had strayed from the field by the gate and had caused the accident, that there was a *primâ facie* case of negligence on the part of the defendant or his servants which it was for him to disprove by shewing that the gate was not left open by himself or his servants. He held that the defendant had failed to discharge this onus of proof, and therefore gave judgment for the plaintiff for £75. The defendant appealed to the Divisional Court. Horridge, J., was of opinion that the fact that the defendant's gate was open at 10.30 p.m., and that his cows had strayed on to the highway, was some evidence of negligence, and this not having been displaced by the defendant's evidence, the

decision of the county court judge should stand. Phillimore, J., on the other hand, considered that the fact that the defendant's gate was open, did not impose the burden upon him of shewing that it was not so open owing to his or his servants' negligence, and that the onus was upon the plaintiff to prove that such was the case. The Court differing, the appeal was dismissed without costs, leave to appeal further being given. The appeal having been argued,

VAUGHAN WILLIAMS, L.J., said he was content to hold that the appeal should be allowed really upon the ground that there was no evidence on which the county court judge could hold merely from the fact that the gate was open that either the defendant or his servants had been guilty of an act of negligence or any breach of duty whereby his cattle obstructed the highway so as to make it dangerous for use by a member of the public. The evidence was that this gate was in such a condition that the cattle could not have got out unless someone out of mischief or thoughtlessness had left it open. There was evidence that the gate was shut later than six o'clock when the defendant's servant last looked to the cattle. If someone not the servant of the defendant subsequently left the gate open and the cattle strayed, that would not be enough to render the owner liable. A farmer did not warrant that his cattle at pasture would not stray. The appeal must be allowed.

BUCKLEY, L.J., agreed. An owner of cattle could lawfully pasture them on land adjoining a highway at common law, although there was neither fence nor gate which separated the field from the highway. There must be some affirmative proof of negligence before the plaintiff could succeed. There was no such evidence here.

KENNEDY, L.J., concurred.

VAUGHAN WILLIAMS, L.J., said he desired for himself to say that he did not accept as correct the general statement of the law as laid down by Buckley, L.J. It seemed to him that the common law liability of the owner of cattle pastured on land not fenced would depend on the circumstances of each case. A farmer, for instance, would not be entitled, in his opinion, to turn out to pasture cattle on unfenced land in such large numbers that they might reasonably create an obstruction, nor if such animals were known to be savage. The appeal was allowed with costs there and in the county court.—COUNSEL: *Hohler*, K.C., and *C. E. Jones*, for the appellant; *E. B. Charles*, for the respondent. SOLICITORS: *Griffith & Gardiner; R. H. Bentley*, for *A. H. Symons*, Romford.

[Reported by ERSKINE REID, Barrister-at-Law.]

THE "SEACOMBE." No. 1. 1st Dec.
THE "DEVONSHIRE." No. 1. 1st Dec.

COLLISION—TUG AND TOW—DIVISION OF DAMAGES.

There is no Admiralty rule in force which prevents the owners of a tow from recovering only a moiety of the damage sustained by a collision for which they were not held to blame from the party sued. Therefore the claim for damages may be brought against either of two tort feasors. *So held, affirming the decision of the* President *in* The Devonshire (27 *L. T. R.* 490).

Appeal by the plaintiffs, the owners of the barge *Dolly* and her master and crew, from a judgment of Bargrave Deane, J., dismissing their action brought to recover damages arising out of a collision between the barge and the Wallasey ferry boat *Seacombe*, in January, 1911, about mid-river in the Mersey. *The Dolly* was being towed by the tug *J. M. Stubbs*, and the tug and tow, having passed up the river on the east side, were crossing to the Birkenhead side in a south-westerly direction. *The Seacombe* was on her way across the river from the Seacombe landing stage, and was approaching the tug and tow on their starboard side. The tug failed to keep out of the way in obedience to the crossing rule, but kept on at full speed, starboarded two or three points, and dragged the tow across the bows of *The Seacombe*, with the result that *The Dolly* was struck and sank immediately. The learned judge found that the tug and the barge herself were to blame for the collision, and that *The Seacombe* was not to blame. The grounds of the appeal were (*inter alia*) that *The Dolly*, having been without any motive power, ought to be treated as an innocent tow, and not be held to blame, and therefore her owners were entitled to recover the whole of her damage from the owners of *The Seacombe*, there being no case in which an innocent tow had recovered only a half of her damage from a wrongdoing vessel. For the respondents it was argued that the ordinary rule applicable to the decision "of both to blame" applied to the case, and that the plaintiffs, if the defendants were held liable, could only recover a moiety of their damages as against the defendants. The court reserved judgment in June last.

In the second case the owners of the barge *Leslie* sued the owners of the steamship *Devonshire* to recover the amount of the damage sustained through a collision which took place between the two vessels in the River Mersey on the 4th of February, 1911. The President found that the collision was caused by the negligent navigation of *The Devonshire* and of the tug *St. Winifred*, which was towing *The Leslie*. The question was then argued whether, on these findings, the plaintiffs could recover the whole, or only the moiety, of the damage they suffered from the defendants. The President said there was no Admiralty rule in force which entitled the defendants to say that the plaintiffs could only recover a moiety of the damage they suffered by the collision, and that the plaintiffs were entitled to recover the whole of their loss from the defendants. The defendants appealed. Judgment was reserved in June last.

The two appeals were put in the list together for judgment.

VAUGHAN WILLIAMS, L.J., in giving judgment, said that the important question in both cases was as to the survival of the Admiralty rule which divided the loss arising from collisions between ships at sea. It was beyond controversy that the rule applied as between two ships in collision both to blame, and it had recently been held by the House of Lords that as regarded an innocent cargo owner, whose goods were in one of the two ships to blame, the same rule applied. The subjection of cargo owners to this rule of Admiralty jurisprudence had nothing to do with the negligence of the cargo owners or to any relation of master and servant existing between them and the master of the ship carrying their goods. Admiralty jurisprudence held that those whose goods had been injured by collision of ships at sea could only recover damages on the same basis as the shipowners themselves. Originally, as between ships in collision at sea, those who had to administer marine law throughout the world tried to apply liability for *tort* to the quantum of blame. After a time the High Court of Admiralty in England and many other courts administering marine jurisdiction in many parts of the world, in consequence of the difficulty of ascertaining with anything like precision the quantum of blame, made an equal division of loss in cases where both vessels were to blame. This Admiralty rule was in conflict with the common law, which provided that *tort feasors* might be sued together or separately, and that the injured person might recover the whole of his loss against one of the *tort feasors* only. He had neither obligation nor right to discuss which of these conflicting systems of law was most just. He had only to consider what portion of the Admiralty jurisprudence survived the Judicature Act of 1873. In his opinion, the Legislature intended that there should be no change in the original Admiralty rule of division of loss, and that the ship which was not blameworthy could only recover half of her damages from each *tort feasor*. He considered that this principle of law logically extended to a case in which the damage complained of resulted from the joint negligence of two other vessels. But, apart from the Judicature Act, he should certainly come to the conclusion that an innocent ship could not recover from one of two wrongdoers the whole damage, but only half. Applying this conclusion of law to the two cases before the court (being of opinion, on the facts in *The Seacombe case*, that she was to blame jointly with the tug), there should be an order in each case limiting the plaintiffs' right to damages against the respective defendants to one-half.

FLETCHER MOULTON, L.J., differed from Vaughan Williams, L.J., on the question of law, though he agreed with him in his conclusions of fact in *The Seacombe case*—namely, that *The Seacombe* and the tug *J. M. Stubbs* were jointly to blame. On the question of law he was clearly of opinion, that, as in common law, the innocent party was entitled to recover the whole of his losses against either of the wrongdoers. The principle of division of loss only applied to cases in which the two ships in collision were found to be to blame.

BUCKLEY, L.J., agreed with Fletcher Moulton, L.J. By a majority of the court, therefore, the appeal in the first case was allowed with costs, and in the second was dismissed with costs.—COUNSEL, *Laing*, K.C., and *C. R. Dunlop*, for the owners of the barge *Dolly; Bateson*, K.C., and *A. H. Maxwell*, for the owners of *The Seacombe; Leslie Scott*, K.C., and *Dawson Miller*, for the owners of the barge *Leslie; Bailhache*, K.C., and *D. Stephens*, for the owners of *The Devonshire*. SOLICITORS, *Hill, Dickinson, & Co.; H. W. Cook*, Wallasey; *Batesons, Warr, & Wimhurst; Collins, Robinson, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

PARRISH *v.* HACKNEY BOROUGH COUNCIL, No. 1.
9th, 10th, 20th, and 21st Nov.; 4th Dec.

METROPOLIS—RATES—VALUATION—PROVISIONAL LIST MADE BEFORE APPROVAL OF QUINQUENNIAL LIST—MEANING OF "LIST SUBSEQUENTLY MADE"—VALUATION METROPOLIS ACT, 1869 (32 & 33 VICT., C. 67), S. 47.

In the quinquennial valuation list made in 1905 *the plaintiff's licensed premises were assessed at* £400 *gross value and* £334 *rateable value. After the passing of the Finance* (1909-10) *Act*, 1910, *those premises were inserted in a provisional list, which came into operation on the* 30*th June*, 1910, *in which they were assessed at* £319 *gross and* £266 *rateable value. On the* 30*th of May*, 1910, *the defendant's common seal was affixed to the new quinquennial valuation list, and the premises were assessed at the same values as in the* 1905 *list. The plaintiff gave notice of objection to this list, which was finally approved by the Assessment Committee on the* 31*st of October*, 1910, *and in it the assessment of the premises was—gross value* £180 *and rateable value* £150. *The new quinquennial list came into force on the* 6*th of April*, 1911. *On the* 12*th of April*, 1911, *the defendants made a general rate, in which the rateable value of the plaintiff's premises was shewn as* £266, *and the plaintiff was rated therefor in the sum of* £53 4*s*.

In an appeal by the Borough Council against a judgment of Warrington, J., *in an action claiming a declaration that the rateable value of their premises was that shewn in the new quinquennial list, and that the plaintiff was entitled to the return of the difference of the amount he had overpaid in consequence of the rateable value of* £266 *being shewn in the provisional list.*

Held, that the valuation list was not "made" within the meaning of sub-section 8 *of section* 47 *of the Valuation (Metropolis) Act*, 1869, *until it had been approved by the Assessment Committee. Therefore the judgment appealed from in favour of the plaintiff was right.*

Decision of Warrington, J. (55 SOLICITORS' JOURNAL, 670) *affirmed.*

Appeal by the Hackney Borough Council from a judgment of Warrington, J., sitting as an additional judge of the King's Bench Division. The plaintiff was the occupier of licensed premises known

as the "Rose and Crown," Mare-street, Hackney, within the appellants' borough, and in the quinquennial valuation list of 1905 his property was assessed at gross value £400, rateable value £334. After the Finance Act, 1909-10, was passed, and the value of licensed premises was reduced by the additional duties thereby imposed, the plaintiff's premises were, in accordance with the decision in *Rex* v. *Shoreditch Assessment Committee, Ex parte Morgan* (55 SOLICITORS' JOURNAL, 670; 1910, 2 K. B. 857; 80 L. J. K. B. 185) inserted in a provisional list made under section 47 of the Valuation (Metropolis) Act, 1869, at gross value £319; rateable value £266. A copy of this list was served on the plaintiff on the 30th of June, 1910, and the list thereupon came into operation. In the quinquennial valuation list made in 1910, which was sealed by the defendants on the 30th of May, and finally approved by the Assessment Committee on the 31st of October, 1910, the premises were assessed at—gross value, £180; rateable value £150. This list came into force on the 6th of April, 1911. In the action the plaintiff claimed a declaration that the rateable value of his premises was that contained in the new quinquennial list. Warrington, J., held that the new quinquennial list, although sealed prior to the date of the provisional list, was a "list subsequently made" to the provisional list within section 47 (8) of the Valuation (Metropolis) Act, 1869, that consequently under that sub-section the provisional list was displaced by the quinquennial list on the 6th of April, 1911. The plaintiff therefore was only liable to be rated on the amount shewn in the quinquennial list; and, further, that under section 47, sub-section 10, he was entitled to be repaid the amount overpaid in consequence of the rateable value of £266 being stated in the provisional list. From that decision this appeal was brought.

BUCKLEY, L.J., who read the considered judgment of the Court, said he was of opinion that a valuation list was not "made" within the meaning of sub-section 8, of section 47 of the Valuation (Metropolis) Act, 1869, until it had been approved by the Assessment Committee. The quinquennial list in the present case was made within the meaning of the word "made" in section 47 (8), not on the 30th of May, when the overseers signed it, but on the 31st of October, when it had assumed its final form and the Assessment Committee finally approved it. There was never made a quinquennial list which entered these premises at a rateable value of £266 (the figure on the overseers' list). The list "made" was that which entered the premises at £150 (the figure at which they were ultimately assessed). The last-mentioned list was made on the 31st of October and not on the 30th of May. It was, however, said that even if that was so, the appellants were still right, because the provisional list was not approved until the 23rd of November, and that was a date subsequent to the 31st of October. With that was included another contention—namely, that if the quinquennial list was made on the 31st of October the provisional list was made on the 23rd of November, and therefore the quinquennial list was not subsequently made. In his opinion that argument was a fallacy. The point was whether the quinquennial list was made subsequently to the date when the provisional list was served. It was not the date when the provisional list was completed and approved, but the date when the provisional list was served, and that was on the 30th of June. It followed, therefore, that the decision appealed from must be affirmed.

VAUGHAN WILLIAMS, L.J., concurred. The Act was capable of two constructions, and in his judgment the construction adopted by BUCKLEY, L.J., was the one that made the Act reasonable in practice.

KENNEDY, L.J., agreed. Appeal dismissed with costs. COUNSEL, *C. A. Russell*, K.C., and *Stone*, for the appellants; *Rude*, K.C., and *Konstam*, for the respondent. SOLICITORS, *W. A. Williams, Godden, Son*, and *Holme*.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

***Re* NEW WESTMINSTER BREWERY CO. (LIM.). Joyce, J. 21st Nov.**

COMPANY—ALTERATION OF MEMORANDUM OF ASSOCIATION—OBJECTS OF COMPANY—POWER TO PURCHASE OTHER UNDERTAKINGS—POWER OF AMALGAMATION—POWER OF SALE—SANCTION OF COURT—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, C. 69), S. 9 (i).

The court under section 9 of the Companies (Consolidation) Act, 1908, may in its discretion sanction very wide alterations of the objects of a company, including a power to purchase other undertakings, a power of amalgamation with other concerns, and a power of sale of the whole of the company's undertaking.

This was a petition on behalf of the New Westminster Brewery Co., Ltd., under section 9 of the Companies (Consolidation) Act, 1908, for the confirmation by the court of the alteration of the company's memorandum of association by the extension of the objects of the company. The company was incorporated in 1873 under the Companies Acts, 1862 and 1867, as a company limited by shares, its objects, as set forth in clause 3 of the memorandum of association, being "The purchase of (a named) brewery business, together with the whole of the brewery buildings and premises, plant, establishment, freehold, copyhold and leasehold public-houses, live and dead stock, stock-in-trade, book debts and effects of, or belonging to, the said brewery concern, together with the goodwill of the said business and all trade connected therewith, whether by agreement, loan or otherwise. The working and carrying on the said brewery business and the business of brewers generally, or any other business which the company may in general meeting, by special resolutions, direct to be carried on, with full power and authority to buy and sell public-houses or other property and to receive and advance money from and to publicans and others on loans or otherwise in accordance with the usage of London brewers, and to do all such other acts and things as are incidental or conducive to the attainment of the above objects." By special resolutions, duly passed and confirmed at general meetings of the company, it was resolved to extend the objects of the company, the proposed alterations being comprised under fourteen headings, setting out in common form the various objects usually included in modern memoranda of association. The main purpose of the proposed alterations, as stated in the petition, was to enable the company to enter into such arrangements as were authorized by clause (k), which was: "To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with the undertaking of this company and all or any part of the property and rights of this company for cash, shares, debentures, debenture stock or any other consideration." Clause (h) was: "To acquire, carry on, or undertake the whole of the business, goodwill and assets, and to undertake the liabilities of any person, firm or company possessed of property suitable for any of the purposes of this company, or carrying on or proposing to carry on any business which this company is authorized to carry on, or which can be conveniently carried on in connection with the same, and as consideration or part of the consideration for such acquisition to pay cash or to issue shares, stock or obligations, or to acquire any interest or amalgamate with or enter into any arrangement for sharing profits or co-operation with any such firm, person, or company." It appeared on the evidence that the alterations proposed were necessary for the economical and efficient carrying on of the business of the company. Counsel referred to the Scotch case, *Young's Paraffin Light and Mineral Oil Co. (Limited)*, (1894, 21 R. 384), in which the court refused to sanction similar alterations, on the ground that the Act did not contemplate that such general powers should be conferred.

JOYCE, J., said that on the question of jurisdiction he would follow the decision of Parker, J., in *Re Provident Clerks and General Guarantee Association (Limited)* (No. 0040 of 1907), where an order confirming alterations of the memorandum of association of a company, similar to clauses (h) and (k) above, had been made, and would make an order confirming the alterations as asked by the petition.—COUNSEL, *Younger*, K.C., and *Dighton Pollock*, for the petition. SOLICITORS, *Fowler & Co.*

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

***Re* ANGLO-AMERICAN TELEGRAPH CO. (LIM.). Joyce, J. 28th Nov.**

COMPANY—ALTERATION OF MEMORANDUM OF ASSOCIATION—OBJECTS OF COMPANY—POWER TO LEASE UNDERTAKING—SANCTION OF COURT—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 17, c. 69), s. 9 (i.).

The court, under section 9 of the Companies (Consolidation) Act, 1903, may, in its discretion, sanction alterations of the objects of a company, including a power to lease the whole undertaking of the company.

This was a petition on behalf of the Anglo-American Telegraph Company (Limited), under section 9 of the Companies (Consolidation) Act, 1908, for the confirmation by the court of the alteration of the company's memorandum of association by the extension of the objects of the company. The company was incorporated in 1866 under the Companies Act, 1862, as a company limited by shares, its objects, as set forth in clause 3 of the memorandum of association, being: "The contracting for, construction, laying down, maintenance, and working of submarine and land telegraphs between Great Britain and America, the recovery and completion of the Atlantic telegraph cable partially laid down in 1865, the purchase, chartering, and employment of any vessel or vessels for any purpose connected with any of the objects of this company, the entering into agreements and contracts with any company, corporation, or persons with reference to any of the company's objects, the applying for and obtaining or acquiring by purchase or otherwise of all such concessions, grants, privileges, licenses, letters patent, and other rights or any interest therein respectively as may be useful or desirable for any of such objects; and the doing of all such things as are incidental or conducive to the attainment of the above objects." By special resolutions, duly passed and confirmed at several meetings of the company, it was resolved to alter the objects of the company by adding to clause 3 of the memorandum of association, "And in addition to the above to enter into, carry into effect, enforce, modify, or determine agreements for the purchase of transatlantic cables and every other kind of property, whether real or personal, and leases of and agreements for leasing at such rent and upon such terms and conditions as may be deemed expedient, the whole or any part of the property, goodwill, and assets of the company, and in particular to enter into" the agreement in the resolution and petition specifically mentioned, "for the purchase by this company of one of the transatlantic telegraph cables of (a certain) company, with its equipment, and for the grant by this company to (a certain) company of a lease (at the rent and on the terms and conditions in the said agreement appearing) of the whole of the property, goodwill, and assets of this company (in so far as the same are capable of being leased)," together with all incidental powers for carrying into effect the agreement, and for granting the lease and enforcing

and determining the same. It appeared on the evidence that the proposed alterations were necessary to enable the company to carry on its business more economically and efficiently. Counsel referred to the decision of Parker, J., in *Re the Provident Clerks and General Guarantee Association (Limited)* (No. 0040 of 1907) and the order of Joyce, J., in *Re New Westminster Brewery Co. (Limited)* (*supra*, 1911, W.N. 248).

JOYCE, J., said that he would follow the decision of Parker, J., in the case cited, and would make an order confirming the alteration of the objects of the company, as asked by the petition; but, with regard to the particular agreement in question, it must be understood that he was only endorsing what the shareholders had done.—COUNSEL, *R. Younger*, K.C., and *Gordon Brown* for the petition. SOLICITORS, *Bircham & Co.*

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

Re BOAM, Deceased. SHORTHOUSE *v.* ANNIBAL.

Swinfen Eady, J. 6th Dec.

WILL—CONSTRUCTION—LEGACY—DIRECTION TO PAY INCOME FOR THREE YEARS AFTER DEATH TO A, FOLLOWED BY BEQUESTS OF LEGACIES—DEATH OF LEGATEE WITHIN THE THREE YEARS—VESTED OR CONTINGENT LEGACY.

A trust to sell and pay the annual income arising from such sale to A during the three years immediately following the testator's death, and from and after the determination of such three years upon trust to pay out of the capital of the said trust fund legacies to B, C and D, gives B a vested interest in his legacy immediately on the death of the testator. Such a legacy does not lapse by reason of B dying before the expiration of the period of three years from the testator's death.

This was a summons to determine whether a legacy which was not payable for three years after the testator's death vested at the testator's death or had lapsed by reason of the death of the legatee within three years. The facts of the summons sufficiently appear from the judgment. In support of the contention that the legacy was a contingent one and had accordingly lapsed, counsel cited *Re Eve, Belten* v. *Thompson* (1905, 93 L. T. 235), *Small* v. *Dee* (1707, 2 Salkeld 415), *Re Cartledge* (1861, 29 Bur. 583), *Bromley* v. *Wright* (1849, 7 Hare 335), *Bruce* v. *Charlton* (1842, 6 Simon 65), *Packham* v. *Gregory* (1845, 4 Hare 396), *Gyett* v. *Williams* (1862, 2 J. & H. 429), and *Re Smith* (1899, 1 Ch. 365). Counsel for the legatee asked leave to read a passage from Jarman on Wills, sixth edition, p. 1404, as a part of his argument, and also relied on *Leeming* v. *Sherratt* (1842, 2 Hare 14), and also asked leave to read a passage from the seventh edition of Theobald on Wills, at p. 585, in support of his argument. He said all the cases cited had been cases of isolated gifts at a future date. This was not a case of an isolated gift, but of a gift of income to a parent for a few years, followed by certain legacies to his children. It was, no doubt, in the mind of the testator at the time when he made his will that his grandchildren would require to be maintained for some time after his death, so he gave the whole income to his son-in-law—their father—for a short period for that very purpose, first of all, before giving legacies to the grandchildren.

SWINFEN EADY, J., said: This is a summons to determine whether a legacy of £300, given to one W. B. Annibal, vested or not. The testator gave his residuary estate to his trustees to pay the annual income thereof to W. L. Annibal during a fixed period of three years from the date of his death, and from and after the determination of such period upon trust to pay four legacies, one being the legacy of £300 in dispute, and as to the residue upon trust to pay the annual income to W. L. Annibal, so long as the youngest grandchild shall be under twenty-five, and then to pay further legacies. The testator died on the 20th of June, 1898. W. B. Annibal survived the testator, but died on the 3rd of October, 1899, within the three years. The question is whether the legacy was a contingent legacy to him which failed, or whether it had vested, and accordingly passed to his legal personal representative. In *Leeming* v. *Sherratt* (1842, 2 Hare, at p. 18) Vice-Chancellor Wigram says: "I have examined most of the reported cases upon the subject, and am confirmed in the opinion I entertained during the argument—that the question is one of substance and not of form. The question in all the cases has been whether the testator intended it as a condition precedent that the legatees should survive the time appointed by him for the payment of their legacies, and the answer to this question has been sought for out of the whole will, and not in particular expressions only, like those relied upon in this case. In *Monkhouse* v. *Holme* (1783, 1 Bro. C. C. 298) Lord Loughborough states the rule generally: 'If the day is certain, it is vested; but where uncertain, the question will be, 'whether it is in the nature of a condition,' for, if it is conditional, then in the very nature of the thing the time is annexed to the substance of the gift, as in the case of marriage, of puberty, or of any other situation of life, when the arrival of the time is a condition without which the testator would not have made the gift." In this case the day is certain, being fixed at three years from the testator's death, and the amount is payable without any reference to the condition of the legatee. Vice-Chancellor Wigram further continued: "In *May* v. *Wood* (1792, 3 Bro. Ch. Cases 473) (a case which is unimpeached in principle), the Master of the Rolls says: 'All the cases establish this principle—that where the time is mentioned as referring to the legacy itself, unless it appears to have been fixed by the testator as absolutely necessary to have arrived before any part of his bounty can attach to the legatee, the legacy attaches immediately, and the time of payment is merely postponed, not being annexed to the substance of the gift; but, if it appears that the testator intended it as a condition precedent upon which the legacy must take place, then, if such condition or contingency does not happen, the gift never arises.'" This case was referred to by Vice-Chancellor Page Wood in *Re Bennett's Trusts* (1857, 3 K. & J. 232): "It is clear that the use of the words 'pay and transfer,' as the only words of gift, does not make such a bequest contingent. The true criterion is that which is mentioned in *Leeming* v. *Sherratt* (*ubi supra*)—namely, whether the postponement of the division of payment was on account of the position of the property or of the person to whom the deferred interest is given." Here the legacy is not postponed on account of the condition of the legatee, but because the income has already been given to the father of the legatee. The Vice-Chancellor says: "If the reason is simply that a life interest is previously given to another person, so that the fund cannot be divided or paid over until his death, and is not a reason personal to the legatee of the absolute interest, such as his attaining twenty-one, it is treated as a gift to one for life, with a vested remainder to the legatees, who are to take subject to the life interest." In my opinion, the legacy vested on the death of the testator, and was not contingent on the event of the legatee surviving the testator for a period of three years, and accordingly it passes to the legatee's legal personal representative.—COUNSEL, *Owen Thompson; Myles; Cann; Wheeler*. SOLICITORS, *Needham, Tyer, & Barrow*, for *Acton & Marriott*, Ilkeston, Derby; *Layton & Savory*, for *J. R. Phillips*, Stratford-on-Avon.

[Reported by L. M. MAY, Barrister-at-Law.]

Re MACKINLAY, Deceased. SCRIMGEOUR *v.* MACKINLAY.

Swinfen Eady, J. 6th Dec.

WILL—CONSTRUCTION—PROBATE COPY TRANSLATED FROM THE SPANISH CONSTRUED AS IF IT WERE THE ORIGINAL—"DISTRIBUTE"—TIME OF VESTING—DEFEASANCE.

A direction to distribute on the death of a tenant for life, followed by a proviso that in the event of the death of all objects to whom such distribution is to be made without descendants, there is to be a gift-over, does not make such direction to distribute inconsistent with the rule in O'Mahoney *v.* Burdett (1874, 7 *H. L.* 389), *and accordingly the objects to whom such distribution is to be made are indefeasibly entitled, and take absolutely on the death of the tenant for life.*

This was a summons to determine whether the first three defendants were indefeasibly entitled to the 75 per cent. of the testator's property bequeathed to them by the will, or whether they were only entitled to such 75 per cent. subject to any and what gift over in favour of the two last defendants. The testator was a bachelor, residing in Buenos Ayres, and made his will in one of the three forms of wills to be made by bachelors according to Spanish law. The court was construing the English translation admitted to probate in England. There was an affidavit by a Spanish lawyer stating that, according to Argentine law, the testator was competent to dispose of his property as he pleased by will, and the Argentine courts would construe the will according to what appeared to be the true intention of the testator, having regard to the language used. The tenant for life, having died on the 1st of July, 1911, this summons was accordingly taken out. The facts sufficiently appear from the judgment. The cases cited in support of the contention that the three first defendants were indefeasibly entitled were *O'Mahoney* v. *Burdett* (*ubi supra*), *Edwards* v. *Edwards* (1852, 15 Bur. 357), *Lewin* v. *Kelley and Others* (1888, 13 A. C. 783), *Olivant* v. *Wright* (1878, 9 Ch. D. 647), and *Clark* v. *Henry* (1870, 11 Eq. C. 222).

SWINFEN EADY, J., said: The question raised by this summons is whether the three first defendants, who all attained twenty-one, and are the three children of the testator's sister Matilda, take absolutely, or whether their interest in the 75 per cent. bequeathed to them by the will is subject to defeasance. The testator bequeathed 75 per cent. of his property to his executor in the capacity of trustee for the benefit of Matilda for life, and after her death the capital to be distributed in equal portions between all the children of his said sister on their attaining majority. Then followed bequests of the 20 per cent. and of the remaining 5 per cent., and the will continued: "In the event of the death of my sister Matilda and of her children without descendants, I direct that the portions appertaining to them shall accrue to my other sister and brother, Florence and Norman, or such of them as may survive" the death of Matilda or her children. Without descendants means at any time within the meaning of the rule in *O'Mahoney* v. *Burdett* (*ubi supra*). Here there is a trust to distribute in equal portions between all the children who attain their majority. To distribute means to pay over. It has been argued before me that the original will in this case is in Spanish, and accordingly that the Spanish word may not be correctly rendered by the English word "distribute," but I must deal with it on the footing that the translation admitted to probate here is correct. Next there is an immediate gift to the said children of 20 per cent., the amount to be invested, and the interest capitalized, in order to be distributed on their attaining majority, and another immediate gift of the remaining 5 per cent., all within the first rule in the case of *Edwards* v. *Edwards* (1852, 15 Beav. 357), and an ultimate gift if all the heirs hereinbefore mentioned "should die before me." If the will contains in terms a period for payment and distribution, defeasance is *primâ facie* to be before that period arrived. This has been laid down by Lord Hatherley in *O'Mahoney* v. *Burdett* (*ubi supra*), where, at p. 403, he says: "In those cases where the court has found upon the face of the will a positive direction to pay over the personalty to the legatee, or to make a distribution among several legatees at a given time, the period of distribution being fixed at which, as it appears from the face of the will, the whole estate was intended to be entirely disposed of and divided, and to pass from the hands of the executors, the courts have

laid hold of that circumstance to say, 'We hold this defeasance to be before that period of distribution arrives,' holding it to be an unreasonable construction of the testator's will to say that he directed, on the one hand, that the money shall be absolutely paid and divided and distributed, and put into the hands of those who, having it in their hands, will, of course, spend it without any farther trust; and, on the other hand, that a subsequent event—namely, a certain person's dying childless after the distribution has taken place—should divest the property; that is to say, make it necessary for the executor to take steps to get back again, and recall that money which he has paid in order to hand it over to those who would take under the executory devise." At page 406 Lord Selborne says: "It is manifest that when a testator has directed payment or distribution to be made at a certain time, so that a trust, intended by him to continue until that time, shall then come to an end, and has proceeded to substitute other devisees or legatees through the medium of the same trustees and the same trust, in case of the death, without leaving issue, of any of the persons to whom such payment or distribution was first directed to be made, there is strong *primâ facie* reason for holding that the contingency must be intended to happen, if at all, before the period of distribution." I accordingly hold that on the construction of the whole will the first three defendants—the children of Matilda—are now indefeasibly entitled to the 75 per cent. of the testator's property.—COUNSEL, *Micklem*, K.C., and *Owen Thompson; Hon. Frank Russell*, K.C., and *Stamp; Harman*. SOLICITORS, *Marshall & Pridham*.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

MANTORS (LIM.) v. WHITE. Div. Court. 7th Dec.

COUNTY COURT—PRACTICE—RECOVERY OF SUM OF LESS THAN £20 UNDER ORD. XIV.—JUDGMENT FOR DEFENDANT IN COUNTY COURT "WITH COSTS ON SCALE B"—ACTION REMITTED—RIGHT OF DEFENDANT TO COSTS BEFORE REMITTED—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), ss. 65, 113, 116.

Where a plaintiff suing in contract for a sum of over £20 *under order* 14 *recovers a less amount, and the defendant obtains leave to defend as to the balance, and the action being remitted to the county court, judgment is given for the defendant, "with costs on scale B," and under this order the registrar and, on appeal, the county court judge allow items in respect of proceedings under order* 14,

Held, that the county court judge had jurisdiction to allow the defendant these items by virtue of his general powers as to costs under section 113 *of the County Courts Act*, 1888, *they not being "herein otherwise provided for" by sections* 65 *or* 116 *or any other section of the County Courts Act*, 1888.

This was an appeal from a decision of His Honour Judge Moss, sitting at Chester. The facts and arguments in the case appear from the judgment of

BANKES, J.—In my opinion this appeal must be dismissed. The real question which has arisen is whether the county court judge had jurisdiction to make this order as to costs. I am not sure whether the appellant, in having appealed from that order, is in order in moving here. But the point that has been argued before us is whether the county court judge had jurisdiction to make the order, and on that point we are going to give judgment. The action was brought by the plaintiff to recover the sum of £20 19s. 11d. The real dispute between the parties, as we have been informed by the learned counsel for the defendant, was whether the defendant owed the plaintiff that amount or the sum of £3. The £3 was never in dispute. However, no formal tender was ever made of the sum, nor was the £3 ever paid to the plaintiff; but proceedings were taken out under order 14 to recover the total sum of £20 19s. 11d. The master made an order in a very usual form ordering the defendant to pay the plaintiffs the £3, and giving him leave to defend as to the remainder of the sum claimed. The defendant was to pay the amount of £3 into court within two days; in default there was to be judgment for that amount. The money was paid, so that there was no judgment. The action was by the same order remitted to the county court, and when it came on for trial in the county court the county court judge decided in favour of the defendant, and he gave judgment for the defendant with costs on the B scale. The defendant proceeded to taxation, and he included in his bill certain items which were costs under the proceedings under order 14, and which were allowed by the judge and confirmed on appeal to the county court judge. It is against this order of the county court judge that this appeal is brought. The question whether the county court judge had or had not jurisdiction to allow these costs to the defendant depends upon the construction of three sections of the County Courts Act, 1888. The general section is section 113, which provides that, "All the costs of any action or matter in the court not herein otherwise provided for, shall be paid by, or apportioned between, the parties in such manner as the court shall think just, and in default of any special direction shall abide the event of the action or matter. . . ." It is plain that the words of that section give the county court judge jurisdiction over the costs in any action which is not otherwise provided for in the Act. When this action was remitted to the county court under the terms of section 65 of the County Courts Act, 1888, all proceedings therein were to be taken and tried in the county court as if the action had been originally commenced therein, and it appears that the county court judge has jurisdiction under that section over all the costs of that action, and therefore, in this particular case, the sole question which is capable of argument is whether or not the particular costs of these proceedings under order 14 have been "otherwise provided for" by the County Courts Act, 1888. It has been contended that two sections of the Act do otherwise provide for this case. It is said that section 65 otherwise provides for these costs because of the concluding words of that section, which are: "And the costs of the parties in respect of proceedings subsequent to the order of the Judge of the High Court shall be allowed according to the scale of costs for the time being in use in the county courts, and the costs of the order and all proceedings previously thereto shall be allowed according to the scale of costs for the time being in use in the Supreme Court." Now, in my opinion, this particular point has already been decided in the case of *Everall* v. *Brown* (1905, 2 K. B., 196), where Lord Alverstone, C.J., giving judgment, said, dealing with this part of section 65: "It is nothing more than a direction to the taxing officers as to the scale which they shall apply in taking the costs, if costs are allowed at all, and if no special direction is given by the court that they shall apply some other scale. It does not in any way fetter the discretion of the judge." In my opinion, therefore, that decision disposes of that branch of the argument. Then it has been contended that these particular costs are otherwise disposed of by section 116. That argument depends upon the contention that, though that is not so expressly stated in the section, it is implied by its language that the plaintiff should not be compelled to pay any costs, although, in fact, the language of the section is so framed as to deprive a plaintiff only from obtaining costs in cases where the amount recovered is less than that stated in the section. The section is one which provides that the plaintiff shall not in certain events be entitled to any costs. It is said that it follows that it was the intention of the Legislature that since the plaintiff is not to get any costs neither is the defendant to get any costs, and that that is the interpretation we ought to put on the section. I cannot accept that. I think the section is, by its express language, confined to the deprivation of the plaintiff of his costs in the events there stated. It does not deal at all with the rights of the defendant, nor does it at all deal with the question whether in a case which is thought by the judge to be a proper one, the plaintiff may not be ordered to pay the costs of the defendant. The appeal therefore fails; for I think the county court judge had jurisdiction to make this order to the extent that he has merely exercised his discretion. That is not a matter with which we can interfere whether we agree with it or not.

LUSH, J., gave judgment to the same effect. COUNSEL for the plaintiffs, *Lord Williams;* for the defendant, *Barrington-Ward*. SOLICITORS, *W. M. Pyke* for *Mason & Moore*, Dutton; *Ernest A. Fuller* for *E. Brassey*, Chester.

[Reported by C. G. MORAN, Barrister-at-Law.]

Court of Criminal Appeal.

REX v. BEATRICE LEVY. 27th Nov.

CRIMINAL LAW—FELONY—INDICTMENT—ACCESSORY AFTER THE FACT—"RECEIVE, HARBOUR AND MAINTAIN."

L was indicted for that she, well knowing G to have committed a felony, did feloniously "receive, harbour and maintain" him.

Held that this was a good indictment for being an accessory after the fact.

Evidence was given that L, after G's arrest for a coining offence, removed from his workshop utensils such as would be used for making counterfeit coins adducible in evidence against G, and which were, in fact, produced in evidence against him. The judge directed the jury that if they were satisfied that L removed the things knowing that G was guilty of the felony charged, and that she did so for the purpose of assisting him to escape conviction, they should find her guilty on the above-mentioned indictment.

Held, that this was a proper direction.

This was a case stated by the Common Serjeant of the City of London as follows: "This woman was tried before me with a man, George Green, on an indictment charging them with the felonious possession of a mould for coining counterfeit florins, and in another count Levy was charged with the felony of being an accessory after the fact to the said felony committed by George Green. There was, in my opinion, no evidence against the woman Levy in support of the count charging her with being in possession of the mould, and she was acquitted on that count. Green was convicted on that count. There was evidence that Levy, after Green's arrest, for the purpose of preventing his being convicted, removed from a workshop occupied by him a number of fragments of other coining moulds, and other things such as would be used in making counterfeit coins, and which were adducible, and which were in fact produced, in evidence against him. I doubted whether these acts on the part of Levy were sufficient to support the count for harbouring and maintaining Green, the principal felon. But I directed the jury that if they were satisfied

that she removed the things from Green's workshop, knowing that he was guilty of committing a felony charged against him, and did so for the purpose of assisting him to escape conviction, they should find her guilty. The jury found her guilty, and she was sentenced to three months' imprisonment with hard labour. The question for the court is whether my direction was right." See *Rex* v. *Butterfield* (1 Cox, C.C. 39). The count charging the appellant as an accessory after the fact was in these terms: "And the jurors aforesaid, upon their oath aforesaid, do further present that Beatrice Levy, well knowing the said George Green to have done and committed the said felony in form aforesaid, afterwards, to wit, on the day and year aforesaid, him, the said George Green, did feloniously receive, harbour and maintain against the form," &c.

Lord ALVERSTONE, C.J., delivered the judgment of the court as follows: In the opinion of the court this conviction of the appellant as an accessory after the fact must be affirmed. She was indicted for that "well knowing the said George Green to have done and committed the said felony . . . . she did feloniously receive, harbour and maintain the said George Green." It would seem to be beyond dispute that these words, "receive, harbour and maintain," have been used for many years as descriptive of the offence of being an accessory after the fact. Even if the word "harbour" has some narrower meaning, the words "receive" and "maintain" have acquired the nature of a technical description. So we think that this was an indictment for being an accessory after the fact. In these circumstances, having regard to the report in *Rex* v. *Butterfield* (*ubi sup.*), and to the statement in Hawkins' Pleas of the Crown, what is the test of a person being an accessory after the fact? In Hawkins' pleas of the Crown (Bk. 2, ch. 29, ss. 25 & 26) it is said: "What kind of receipt of a felon will make the receiver an accessory after the fact?" [There the words, "receipt of a felon," are used indicating what the meaning of receipt was.] "It seems agreed that generally any assistance whatever given to one known to be a felon, in order to hinder his being apprehended or tried or suffering the punishment to which he is condemned, is a sufficient receipt for this purpose." This was the language quoted in argument to Maule, J., in *Rex* v. *Butterfield* (*ubi sup.*), who said: "I think there is evidence of comforting and assisting which would make the prisoner an accessory after the fact. If a man stole a horse and another assisted him in colouring and disguising, so that he could not be known again, that would make him an accessory. Here the prisoner assists the party who has stolen the goods to get rid of them, and thus evade the justice of the country." In article 46 of Stephen's Digest of the Criminal Law (5th edition) it is said: "Every one is an accessory after the fact to felony who, knowing a felony to have been committed by another, receives, comforts or assists him, in order to enable him to escape from punishment." So these being the proper words in this indictment describing the appellant as an accessory after the fact, the learned Common Serjeant directed the jury that if they were satisfied that this woman removed the things from Green's workshop, knowing that he was guilty of committing a felony charged against him, and did so for the purpose of assisting him to escape conviction, they should find her guilty. And this they did. He has used the word "assisting" in the same way as it is used in Hawkins' Pleas of the Crown. So in this case, whether it is desirable or not that there should be in such indictment another word besides those of "receive, harbour and maintain," such as that of "assist," we think that this indictment did properly charge this woman with being an accessory after the fact, and that the jury were properly directed. The appeal, therefore, must be dismissed, and the case stated answered in favour of the Crown.—COUNSEL, for the appellant, *F. Watt*; for the Crown, *Beaumont Morice*. SOLICITORS, *The Registrar of the Court of Criminal Appeal*; *The Director of Public Prosecutions*.

[Reported by C. G. MORAN, Barrister-at-Law.]

Bankruptcy Cases.

Re **PICKARD**. *Ex parte* **THE OFFICIAL RECEIVER**.
Phillimore and Bucknill, JJ. 11th Dec.

BANKRUPTCY—COUNTY COURT—PRACTICE—COMMITTAL FOR DISOBEDIENCE TO ORDER OF COURT—MODE OF SERVICE OF ORDER DISOBEYED—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), S. 142—BANKRUPTCY RULES, 1886-1890, RULE 92—COUNTY COURT RULES, 1903 AND 1904, ORD. 25, R. 58.

Where it is sought to commit a bankrupt for disobedience to an order made under section 53 of the Bankruptcy Act, 1883, it is not necessary that such order shall have been personally served upon the bankrupt or endorsed with a warning of the consequences of non-compliance therewith.

Appeal from an order of the county court judge at Chelmsford, refusing to commit the bankrupt for disobedience to an order of the court. A receiving order was made against the bankrupt, and he was adjudicated bankrupt upon the 6th of April, 1908. Upon the 6th of May the court made, under section 53 of the Bankruptcy Act, 1883, an order directing the bankrupt to pay £80 a year out of a salary of £400 to the trustee to be applied by him in paying off the bankrupt's debts. The payments were to be made at the rate of £6 13s. 4d. a month. This order was served upon the bankrupt upon the day on which it was made by registered post, that being the method provided for service of an order or other proceeding in court by section 142 and rule 92 of the Bankruptcy Act, 1883, and rules of 1886, 1890. Upon the 18th of January, 1909, the bankrupt applied for his discharge, which was granted, subject to a suspension of two years from that date and to the continuance of the above order until further order. The bankrupt continued to make the required monthly payments until the 4th of May, 1911, since which date he had paid nothing. Upon the 8th of September, 1911, there being then £33 6s. 8d. due, the Official Receiver applied to the court to commit the bankrupt for disobedience to the order. The county court judge refused to commit the bankrupt, upon the grounds that a sealed copy of the order under section 53, bearing an endorsement warning him of the consequences of non-compliance with the order, had not been served personally upon the bankrupt, as required by ord. 25, r. 58, of the County Court Rules 1903 and 1904. The Official Receiver appealed. Counsel for the appellant contended that the case did not come within the County Court Rules at all. The application for committal was founded on section 24 of the Bankruptcy Act, 1883, which in sub-section 2 requires the debtor, *inter alia*, to do all such acts and things in relation to his property and the distribution of the proceeds among his creditors as may be directed by the court; and in sub-section 4 goes on to enact that, if a debtor wilfully fails to perform the duties imposed upon him by this section, he shall be guilty of contempt of court, and may be punished accordingly. There is no section of the Bankruptcy Acts requiring such an order as the present to be served personally; the combined effect of section 142 and rule 92 is to require service by registered post. Default in payment for the benefit of creditors of any portion of a salary under such an order is one of the excepted cases specified in section 4 of the Debtors Act, 1869 (sub-section 5), in which a person is still liable to imprisonment for debt. To take analogous cases, an order for the payment of a debt or an instalment thereof made upon a judgment summons need not be personally served: *Haydon* v. *Haydon* (1911, 2 K. B. 191). The County Court Rules apply to attachment, the present motion is for committal, where the practice is quite different: *Taylor & Co. (Limited)* v. *Plinston* (1911, 2 Ch. 605). Counsel for the respondent contended that section 24 did not apply to the case of disobedience to an order made under section 53, and that there was no section of the Bankruptcy Act under which a bankrupt could be committed for disobedience to such an order. Section 4 of the Debtors Act, 1869, was the only statute which gave any such power. [PHILLIMORE, J., pointed out that the latter was an excepting, not an enabling enactment, and that if the case did not fall within section 24 the court had inherent power to commit for disobedience to its order.] Counsel for the appellant was not called upon to reply.

PHILLIMORE, J.—In this case the county court judge has held that the procedure acquired by the County Court Rules in cases of attachment ought to have been followed, but this is a motion for committal, not for attachment. It has been brought for the purpose of enforcing an order made under section 53, which may be enforceable either under the provisions of section 24 or by the inherent jurisdiction of the court. I think the order is enforceable under section 24, as being an order relating to the property of the bankrupt and the distribution of the proceeds among his creditors. I am quite aware that it is not property divisible among his creditors in the sense of section 44, but I think it is property in a general sense, and can be covered by the terms of section 24. If it does not come within section 24 the court has general jurisdiction to punish for disobedience to its orders: See *Re Hooley, Rucker's Case* (5 Mans. 331). In the High Court of Justice in Bankruptcy such disobedience is only punishable by committal, not by attachment, or, if it can be punished by attachment, it can be also punished by committal, and in bankruptcy the county court has the same jurisdiction as the High Court. The county court in its general jurisdiction can attach, and in such cases the County Court Rules must be complied with, but in bankruptcy it has power to commit, and the bankruptcy rules do not require personal service. Appeal allowed.—COUNSEL, *Hansell*; *Tindal Davis*. SOLICITORS, *The Solicitor to the Board of Trade*; *Colyer & Colyer*.

[Reported by F. M. FRANCIS, Barrister-at-Law]

Solicitors' Cases.

BROWNE *v.* **BLACK**. C.A. No. 1. 5th Dec.

SOLICITORS—BILL OF COSTS—DELIVERY ONE MONTH BEFORE ACTION—POSTING OF BILL—"SENT BY THE POST"—COMPUTATION OF TIME—SOLICITORS ACT, 1843 (6 & 7 VICT. C. 73), S. 37.

By section 37 of the Solicitors Act, 1843, "no attorney or solicitor . . . shall commence or maintain any action or suit for the recovery of any fees, charges or disbursements for any business done by such attorney or solicitor, until the expiration of one month after such attorney or solicitor . . . shall have delivered unto the party to be charged therewith, or sent by the post or left for him at his counting-house, office or dwelling-house, or last-named place of abode, a bill of such fees, charges and disbursements," signed by such attorney or solicitor, or enclosed in or accompanied by a letter signed in like manner referring to such bill.

Held (Buckley, L.J., dissenting), *that the words "sent by post" referred to the time when, in ordinary course of post, such bill would be delivered to the client, and not to the time when it was posted.*

Held, further, that where the bill is "sent by post to" the person to be charged, time runs from the day when the bill would be delivered in ordinary course of post, the period of one month to be reckoned

exclusively of that day and of the day on which the action is commenced.

Decision of Divisional Court (55 SOLICITORS' JOURNAL, 350; 1911, 1 *K. B.* 975, 80 *L. J. K. B.* 758) *affirmed.*

Appeal by the plaintiff from an order of the Divisional Court (reported 55 SOLICITORS' JOURNAL, 350). The appellant, Mr. J. W. Browne, is a solicitor, and he brought an action, which was tried by the Common Sergeant, to recover against a client, a Mr. Black, the amount of a bill of costs. The defendant raised the defence that no signed bill of costs had been delivered to him one month before the action was commenced, pursuant to the provisions of section 37 of the Solicitors Act, 1893 (6 & 7 Vict. c. 73). The ground upon which the defence was raised was this: The plaintiff posted the signed bill of costs late in the day on the 15th of February, and in the ordinary course of post this would not have reached the defendant before the 16th of February. The plaintiff commenced his action on the 16th of March. On these facts the Common Serjeant, relying mainly on the case of *Blunt* v. *Heslop* (1838, 8 A. & E. 577), held that the defence was good, and that the plaintiff had brought his action before the expiration of one month from the delivery of the bill, as required by section 37 of the Solicitors Act, 1843. By section 48 of that Act month in section 37 is defined as calendar month. Accordingly, he dismissed the action. The Divisional Court dismissed the appeal by the plaintiff on the same grounds. The plaintiff appealed to this court. It was contended on his behalf that the bill "was sent by the post" as soon as it was put into the letter-box, and that time ran from that moment; and, further, that in computing the period of a calendar month, under section 37, the day at one end of the period was to be counted, and that at the other not to be counted. *Dunn* v. *Hales* (1858, 1 F. & F. 174) was referred to.

VAUGHAN WILLIAMS, L.J., said that under 2 Geo. 2, c. 23, there were two alternatives given to the solicitor—he could deliver the bill to the person, or leave it at his dwelling-house or last place of abode. The difference between that statute and section 37 of the Solicitors Act, 1846, was that in the later Act delivery could also be made by post, thus enabling attorneys and solicitors to avail themselves of increased postal facilities. It was argued that the words "sent by the post" should be construed in favour of the parties to be charged, because it was said that the statute was introduced in their favour. But it could also be said that the statute was one which infringed the common law rights of the class affected, and should in that view be construed strictly. In his opinion, "sent by the post to" meant "sent," not "received," which he understood was also the view of the Divisional Court. There was nothing to shew that they thought that a bill was not received by the party to be charged unless it was posted in such time that it was delivered to the client one clear month before the commencement of the action. He thought that construction was right, although he did not adopt the suggestion that "sent by post to" meant "received one clear month before action," or that the party to be charged should always have one clear month in which to consider the charges. In his opinion, the appeal must be dismissed.

BUCKLEY, L.J., dissented. He said: It seems to me that the statute has here affirmed that if you employ a particular messenger, and you despatch that messenger with your letter, its despatch is to be sufficient, whether it reaches the destination or not, and that that is contrasted with the "delivery at." Those two things speak from a different point of time. It seems to me that if the solicitor adopts the authorized agent—namely, the Post Office—and sends by that agent, the proper moment is the moment at which he sends. If he does not choose that, but, on the contrary, takes the alternative of "leaving it at," then, of course, in that case the date is the date of actual leaving; that is to say, delivery at the place, and not the date of sending. Now, of course, all that would be removed if the considerations which the learned judges pointed out in the court below were accurate; that is to say, if I could find in the statute that the man must have a month to look at it and think over it, I should be of a different opinion altogether. It is because I cannot find in the statute any indication whatever that that is the intention, that I think the fair meaning is to be given to the words. I think, therefore, that here, when the solicitor on the 15th of February entrusted to the authorized messenger —namely, the Post Office—this letter, he sent this letter "by post to." It is true it might not have reached—there is evidence that it did reach—but it might not have reached him till the 16th. I will assume it did not reach him till the 16th, and in this point of view I think that is immaterial. I think the relevant moment was that at which the solicitor did the act required by the statute—namely, sent by hand of the Post Office, the authorized agent—the document in question. The month had run from that moment. For these reasons I think the appellant was right, and the appeal should be allowed.

KENNEDY, L.J., gave judgment agreeing with Vaughan Williams, L.J. The appeal was therefore dismissed with costs.—COUNSEL, *Foote*, K.C., and *H. Sturges*, for the plaintiff; *Lewis Thomas*, K.C., and *A. Neilson*, for the defendant. SOLICITORS, *Woodthorpe, Browne, & Co.; Robert Greening.*

[Reported by ERSKINE REID, Barrister-at-Law.]

The length to which several recent cases have extended in the Commercial Court of the King's Bench has, says the *Evening Standard*, had the result of creating arrears, with which Mr. Justice Bray is unable to deal single-handed during the few days of the remaining term. It has therefore been arranged that the Commercial Court shall sit in duplicate until the close of the term, for which purpose Mr. Justice Bray will be assisted by Mr. Justice Pickford.

Societies.

The Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on Thursday, the 7th of December, 1911, Mr. W. P. Richardson in the chair. The other directors present were Mr. T. H. Gardiner (treasurer), Mr. P. W. Chandler, Mr. F. W. Emery, Mr. A. Tovey, Mr. Mark Waters, Mr. W. M. Woodhouse, and the secretary, Mr. E. E. Barron. A sum of £115 was voted for the relief of deserving cases, a new member was elected, and other general business was transacted.

Solicitors' Benevolent Association.

The usual monthly meeting of the Board of Directors of this association was held at the Law Society's Hall, Chancery-lane, London, on the 13th inst., Mr. Richard S. Taylor in the chair. The other directors present were Sir Henry J. Johnson and Messrs. S. P. B. Bucknill, T. S. Curtis, A. Davenport, T. Dixon (Chelmsford), W. Dowson, H. Fulton (Salisbury), C. Goddard, W. H. Gray, J. R. B. Gregory, L. W. N. Hickley, C. G. May, H. Monckton (Maidstone), W. A. Sharpe, R. W. Tweedie, W. M. Walters, and Thomas Gill (secretary). A sum of £845 was distributed in grants of relief, fifteen new members were admitted, and other general business was transacted.

The Law Students' Union of England and Wales.

The third house dinner of the season was held at Maxim's Restaurant, Wardour-street, W., on the 1st inst. Chairman, Mr. Charles King. The following took part in the proceedings: Messrs. Woolsych, Lewis, Mattingly, Garner Smith, Davies, Willis, W. S. Jones, Le Man, Boxall, and Burgis. There were twenty-three members present.

Law Students' Journal.

The Law Society.

HONOURS EXAMINATION.—NOVEMBER, 1911.

At the examination for honours of candidates for admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:—

FIRST CLASS.

DAVID EWAN GIBSON DAVIES, who served his clerkship with Mr. D. E. Davies and Mr. J. H. Cross, both of Cardiff.

SECOND CLASS.

(In Alphabetical Order.)

Samuel Dobson, who served his clerkship with Mr. Thomas William Stuchbery, of Maidenhead.

Abraham Isaac Logette, who served his clerkship with Mr. Henry Summerfield (deceased), and Mr. John Thomas Edmonds, of the firm of Messrs. Edmonds & Rutherford, both of London.

Frank Miskin, who served his clerkship with Mr. Henry James Bracher, of Maidstone.

THIRD CLASS.

(In Alphabetical Order.)

Arthur Benjamin Aris, who served his clerkship with Messrs. Woolcott & Co., of West Kirby; and Messrs. Lovell, Son & Pitfield, of London.

John Ashton, who served his clerkship with Mr. Frederick William Frodsham, of Liverpool; and Messrs. Sharpe, Pritchard & Co., of London.

John Conway Bryson, who served his clerkship with Mr. Henry Le Brasseur, of Newport (Monmouthshire).

Arthur Reginald Frankenstein Zacharias Jessel, B.A. Oxon, who served his clerkship with Mr. Henry Frank Galpin, D.C.L., of Oxford.

Charles Lethbridge Ernest Morgan-Richardson, who served his clerkship with Mr. C. E. D. Morgan-Richardson, of Cardigan.

Arthur Turner Taylor, B.A., Oxon, who served his clerkship with Mr. R. R. J. Turner, of the firm of Messrs. E. F. Turner & Sons, of London.

Edgar Lawrence Newall Tuck, who served his clerkship with Mr. Thomas Vezey, of the firm of Messrs. Ricketts, Son & Vezey, of Bath; and Mr. H. G. Kenyon, of London.

The Council of the Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Davies—The Clement's Inn Prize (value about £10) and the Daniel Reardon Prize (value about 20 guineas).

To Mr. Dobson—The John Mackrell Prize (value about £9).

The Council have given class certificates to the candidates in the second and third classes.

Seventy-one candidates gave notice for the examination.

By order of the Council,
S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, London, W.C.,
8th December, 1911.

Examinations at the Law Society in the Year 1911.

SPECIAL PRIZES OPEN TO ALL CANDIDATES.

The Scott Scholarship.

William Norman Raywood being, in the opinion of the Council, the candidate best acquainted with the theory, principles, and practice of the law, they have awarded to him the scholarship founded by the late Mr. James Scott, of Lincoln's-inn-fields. Mr. Raywood served his articles of clerkship with Mr. Arthur Wentworth Malim, of the firm of Messrs. D'Angibau & Malim, of Boscombe, and obtained the Clement's-inn and the Daniel Reardon Prizes at the Honours examination held in January, 1911.

The Broderip Prize.

George Elton Morgan having shewn himself best acquainted with the law of real property and the practice of conveyancing, otherwise passed a satisfactory examination, and attained honorary distinction, the Council have also awarded to him the prize, consisting of a gold medal, founded by the late Mr. Francis Broderip, of Lincoln's-inn. Mr. Morgan served his articles of clerkship with Mr. J. H. Bate, of the firm of Messrs. Allington Hughes & Bate, of Wrexham, and was placed fourth in the first class and awarded the New-inn Prize at the Honours examination held in January, 1911.

The Clabon Prize.

Francis Raleigh Batt having shewn himself best acquainted with the principles and practice of equity, and otherwise passed a satisfactory examination, the Council have awarded to him the Prize founded by the late Mr. John Moxon Clabon, of Great George-street, Westminster. Mr. Batt served his articles of clerkship with Mr. Richard Tapley, of Exeter, and Messrs. Robbins & Co., of London, and obtained the Clement's-inn and the Daniel Reardon Prizes at the Honours examination held in June, 1911.

LOCAL PRIZES.

The Timpron Martin Prize for Candidates from Liverpool.

John Pennington having served two-thirds of his period of service in Liverpool and passed the best examination, the Council have awarded to him the Gold Medal founded by the late Mr. Timpron Martin, of Liverpool. Mr. Pennington served his articles of clerkship with Mr. G. Wilson Picton, of the firm of Messrs. Kelly, Picton & Riley, of Liverpool, and obtained third-class honours at the Honours examination held in June, 1911.

The John Atkinson Prize for Candidates from Liverpool or Preston.

John Pennington, who served two-thirds of his period of service in Liverpool, having shewn himself best acquainted with the law of real property and the practice of conveyancing, otherwise passed a satisfactory examination, and attained honorary distinction, the Council have awarded to him the Gold Medal founded by the late Mr. Atkinson, of Liverpool. Mr. Pennington served his articles of clerkship as stated above.

The Rupert Bremner Prize for Candidates from Liverpool.

John Pennington, who served two-thirds of his period of service in Liverpool, having shewn himself best acquainted with the law of common law and bankruptcy, passed a satisfactory examination, and attained honorary distinction, the Council have awarded him the Rupert Bremner Prize, consisting of a gold medal, founded in memory of the late Mr. Rupert Bremner, of Liverpool. Mr. Pennington served his articles of clerkship as stated above.

The Birmingham Law Society's Gold Medal.

The examiners reported that there was no one qualified to take this prize.

The Birmingham Law Society's Bronze Medal.

The examiners reported that there was no one qualified to take this prize.

The Stephen Heelis Prize for Candidates from Manchester or Salford.

Stanley Webb Johnson, LL.B., Victoria, who served two-thirds of his period of service in Manchester, having passed the best examination and attained honorary distinction, the Council have awarded him the Gold medal founded in memory of the late Mr. Stephen Heelis, of Manchester. Mr. Johnson served his clerkship with Mr. Frederic Sigismund Oppenheim, of the firm of Messrs. Vaudrey, Oppenheim & Mellor, of Manchester; and Messrs. Busk, Mellor & Norris, of London, and obtained third-class honours at the Honours examination held in January, 1911.

The Mellersh Prize.

Walter George Burt, from among candidates who have been articled in the counties of Surrey or Sussex, or who are the sons of solicitors who have resided and practised in either of those counties, having shewn himself best acquainted with the law of real property and the practice of conveyancing, the Council have awarded to him the Prize founded by the late Mr. Robert Edmund Mellersh, of Godalming. Mr. Burt is the son of Mr. W. H. Burt, who resides and practises at Eastbourne, Sussex, and qualified at the Honours examination held in March, 1911.

On Report of the Examination Committee, and
By order of the Council,
S. P. B. Bucknill, Secretary.

Law Society's Hall, Chancery-lane, London, W.C.,
8th December, 1911.

Law Students' Societies.

Law Students' Debating Society.—Dec. 12.—Chairman, Mr. F. Burgis.—The subject for debate was: "That the case of *Rose* v. *Spicer* (1911, 2 K. B. 234) was wrongly decided." Mr. W. S. Meeke opened in the affirmative, Mr. H. E. Girling seconded in the affirmative; Mr. H. P. Gisborne opened in the negative, Mr. E. J. Kafka seconded in the negative. The following members continued the debate: Messrs. J. S. C. King, E. D. Shearn, W. M. Pleadwell, Tunnicliffe, O. A. Radley, and A. S. Evans (visitor). The motion was carried by four votes.

Birmingham Law Students' Society.—28th November. Mr. H. W. Lyde in the chair. The following moot point was debated:—"A is a first mortgagee of certain freehold premises situate in the Administrative County of London. B, a puisne mortgagee, having a second mortgage on the same premises, enters into possession without A's knowledge. A subsequently learns that B is in possession, but, as A's mortgage interest is regularly paid by B, A takes no action in the matter. B goes out of possession, having paid A's interest up to date, but leaving £50 owing to the London County Council in respect of rates, which had been compounded for. Can the London County Council distrain for these rates to A's prejudice, and, if so, has A any claim against B?" Mr. T. H. Ekins opened in the affirmative, and was supported by Messrs. B. B. Davis, A. J. Adams, R. W. Frazier, and W. J. Blackham. Mr. E. C. G. Clarke opened in the negative, and was supported by Messrs. P. M. Kerwood, H. S. Brookes, H. Cooke, and A. J. Hatwell. After the openers had replied, the chairman summed up, and, on the voting being taken, the results were: On the first question, for the affirmative 12, for the negative 2; on the second question, for the affirmative 8, for the negative 6. A hearty vote of thanks to the chairman for presiding terminated the proceedings.

A Lady Avocate on Her Experiences.

Mlle. Miropowlski, who is stated to be the leading lady *avocate* in Paris, lectured on "*Les Débuts d'une Avocate au Palais*" at Marble Arch House, on the 7th inst. Mr. Justice Hamilton presided.

Speaking in French, Mlle. Miropowlski is reported by the *Times* to have said that her first impressions on donning the robe and entering the Palais du Justice were a mixture of pride and timidity and confusion. In the midst of all those lawyers and officials of the law courts she felt morally *dépaysée*. This feeling, however, soon passed off, and the robe became to her the symbol of liberty—for was it not true liberty for a woman to be able to earn her living for herself? . . . Women were reproached with being too nervous, with not possessing sufficient self-control, and so forth. She protested against these accusations, and quoted examples to prove that women possess a large fund of practical common-sense, and that their intelligence is never better employed than when it is directed to the real concerns of life. There was no better field for the exercise of a woman's talents as an advocate than the large field occupied by cases relating to women and children. They had a Children's Court in Paris, and it afforded one domain in which a woman found her natural position. The defence of children and an interest in children such as those who came before this tribunal formed the proper mission of a woman advocate. And then there were divorce and judicial separation cases. In these cases a woman's knowledge of women, her tact and sympathy were very valuable, and it was right that these qualities should be enlisted in the interests of justice. She recognized that the qualities necessary to an advocate were different from those required by a judge. An advocate needed a sharpened, practical sense, while the judge needed something more than this; and it was a question whether women were capable of rising to that view of the law which was essential to a good judge. She had, however, once been invited to sit as a judge. In France the president of a tribunal had the right, in the case of the sudden absence of one of his colleagues, to call on an advocate to take the place of the missing judge. One day last year a sudden absence of this nature occurred, and the president of the tribunal, a man of enlightened and liberal views, had sent for her. She did not happen to be at the Palais that day, but had she been there she would have sat with the others, and the question would then have been raised of the competency of a woman to take part in the deciding of a cause. The mere fact of her having been asked to act in this capacity made quite a little scandal among the men barristers of the Palais, and she would gladly have known what arguments would have been adduced against the validity of a judgment rendered by a tribunal one of whose members was a woman. Mlle. Miropowlski strongly urged the right of women to sit on juries. She believed that they had qualities

which would be extremely serviceable if employed in this way. They had great powers of intuition, and it was essentially intuition which was needed by jurors. And if they had also feelings of pity and compassion—well, in our day justice was not a thing of mathematics, and it would not be injured by a certain infusion of these virtues. After speaking of the hostility which she had encountered in some directions in her efforts to make her way as an advocate, the lecturer said that women were steadily making progress in France in the legal profession, and their numbers were increasing. She was opposed to violent methods of endeavouring to obtain the just recognition of women to enter public life. In their propaganda gentleness was better than violence. It was clumsy to treat men as the irreconcilable enemies of women. Feminism, rightly understood, was less a blind hatred of the rights of man than the safeguarding of those of women by the aid of wise enactments. Along these lines woman would always triumph.

Obituary.

Mr. W. Hitchins.

Mr. William Hitchins, solicitor, of the firm of Capron and Co., of Savile-place, Conduit-street, died on Saturday last, in his seventy-fourth year. Mr. Hitchins was admitted in 1864, and for many years was a partner in the firm of Messrs. Capron & Co., and about ten years ago became the senior partner. He was also, we believe, clerk to the justices for the Hanover-square Division of the County of London for over thirty years, and was a director of the British Law Fire Insurance Company.

Legal News.

Appointments.

Mr. Lancelot Sanderson, K.C., M.P., has been appointed by the Bar Council as their representative upon the Court of the University of Liverpool, in the place of Mr. W. F. Kyffin Taylor, K.C., whose term of office has expired. The period for which such appointment lasts is three years.

Mr. James Molesworth Macpherson, C.S.I., barrister-at-law, Secretary to the Government of India in the Legislative Department; Mr. Justice Cecil Michael Wilford Brett, C.S.I., Indian Civil Service, Puisne Judge of the High Court of Judicature at Fort William in Bengal; Mr. Justice Asutosh Mukharji, C.S.I., Puisne Judge of the High Court of Judicature at Fort William in Bengal; Mr. Justice Henry George Richards, K.C., Chief Justice of the High Court of Judicature, North-Western Provinces; and Mr. Justice Hugh Daly Griffin, Puisne Judge of the High Court of Judicature, North-Western Provinces, have on the occasion of the late Durbar respectively received the honour of knighthood.

Changes in Partnerships, &c.

Dissolution.

Howard Kossuth Bloomer and Harold Thomas Kearsey, solicitors (Bloomer & Kearsey), Grimsby. Nov. 30. The said Howard Kossuth Bloomer will continue to carry on business at 6, Flottergate, Grimsby, and the said Harold Thomas Kearsey will carry on business at 2, Town Hall-street, Grimsby. [*Gazette*, Dec. 8.

Arthur Edward Watts, Henry Walter Watts, and Charles John Roberts, solicitors (Watts & Watts), Folkestone. Dec. 11. [*Gazette*, Dec. 12.

General.

It is announced that Sir John Simon, the Solicitor-General, has been ordered by his doctors to take a complete rest for a few weeks. He will find it impossible to answer letters at present.

Mr. Justice Ridley, in trying a case at the Birmingham Assizes on Friday in last week, narrowly escaped serious injury. The facts, as related in the *Times*, are as follows:—Thomas Field, a labourer, was charged with breaking into a dwelling-house and stealing various articles of clothing. The case had not been in progress more than a few minutes when the prisoner took up a stool, which was placed in the dock for the use of prisoners, and hurled it with all his force at the bench. It passed over the head of Mr. Coleridge, the Clerk of Arraigns, struck the judge's desk, and, rebounding, caught his lordship on the forehead, knocking off his wig and glasses. His lordship got up and retired to his private room for a few minutes. When he returned it was seen that he had a red mark over his eye. In reply to inquiries the judge said that, so far as he could tell, the stool grazed the top of his desk and struck him full in the face. He felt a blow in the eye, across the forehead and also on the chin. The occurrence was so sudden that he did not see the prisoner's movements. On the following day it was seen that the learned judge's left eye was much discoloured by the blow from the stool. He said also that his chin was very bad, but he was not otherwise much the worse.

A report of a Special Departmental Committee of the Corporation will, says the *Times*, shortly be considered, recommending that the salary of Sir James Bell, the Town Clerk, should be increased from £2,500 to £3,000 as from Michaelmas last, such to be the *maximum* of the office and to include any additional services which he may hereafter be called upon to perform. The reason assigned for the increase is the additional duties devolving upon the Town Clerk (and since 1908 rendered by him without extra remuneration), through the operation of the Union of Parishes Act, under which the valuation, assessment and rating of City property and collection of rates were undertaken by the Corporation and a new department under the Town Clerk's control was created.

Not the least of many tributes to the prominent place which Sir George Lewis occupied in the public mind is to be found, says a writer in the *Globe*, in the fact that on the original production of "Trial by Jury" the solicitor was made up to resemble him. Nor was this the only tribute he received at the hands of Sir W. S. Gilbert. Among the lines in "The Mountebanks" explaining why Ophelia ought to have brought a breach of promise action against the melancholy Dane are these:—

> Ophelia to her sex was a disgrace,
> Whom nobody could feel compassion for;
> Ophelia should have gone to Ely-place,
> To consult an eminent solicitor.

Speaking at the annual meeting of the Penal Reform League on the 8th inst. Sir John Macdonell, who presided, said he believed he was expressing the opinion of almost every lawyer acquainted with the facts when he said that the Court of Criminal Appeal had not only falsified the fears and apprehensions entertained in regard to it, but had more than justified the hopes of those who were instrumental in founding it. Not merely had miscarriages of justice been prevented and harsh and unjust sentences modified and redressed, but throughout the whole land, in consequence of it, there had been a general improvement in the ordinary mode of criminal procedure. The charges to juries were more careful and precise than they were before, and sentences were studied with considerably more judgment and with more consideration of the antecedents of the criminal.

A meeting of the Corporation was, says the *Times*, held at the Guildhall on the 7th inst., to consider a report of the Special Committee on the question of trying at the Central Criminal Court indictable cases now sent to the County of London Sessions. The Committee viewed the suggestion of amalgamating the administration of criminal justice at the Old Bailey as desirable, if practicable, and recommended that negotiations as to details should be at once entered into. The Lord Mayor read the following letter from the Lord Chief Justice:—"Nothing has transpired in my judgment to alter the opinion unanimously arrived at by the Departmental Committee over which I presided. On the contrary, further consideration has satisfied me that to attempt to transact the London Sessions business at the Old Bailey would not conduce to the satisfactory administration of justice, and would be a very great inconvenience to the public. I further think that no change of the kind can possibly be contemplated without the whole matter being considered by the judges of the King's Bench Division, and I hope that the Common Council will not come to a decision until their opinion has been taken." Mr. H. Dixon Kimber moved as an amendment to the adoption of the Committee's report:—"That in view of the alteration in the jurisdiction of the court and other far-reaching effects of a practical nature involved in the proposal, the same be placed before such of His Majesty's judges as are Commissioners of the Central Criminal Court for their opinion thereon, and that the report be referred back to the committee with instructions to ascertain the views of the Commissioners and report further to this court." After some discussion, Mr. Kimber's amendment was carried, with two or three dissentients.

In the House of Commons, on the 6th inst., Mr. Remnant asked the Attorney-General whether he was aware that the Land Transfer Commission were limited by the terms of their reference to reporting on the working of the Land Transfer Acts, and as to whether any amendments were desirable; that the terms precluded the Commission from recommending the rescission of the Order applying compulsory registration to the County of London; whether the Commission reported that the system of compulsory registration as it was now in operation in the County of London was imperfect, and that they could not recommend the extension outside of London of an imperfect system; and whether, in view of the fact that solicitors had more intimacy with the work of conveyancing than any other class of the community, and that not one of the ten signatories to the recent Report was a solicitor, the Lord Chancellor would consider the expediency of appointing a Royal Commission to be left entirely free to consider on its merits the question as to whether or not a system of registration of title was desirable or practical, and would provide that the Commission should include an adequate number of solicitors. The Attorney-General said: I do not agree with the assumptions of the hon. member's question, but I cannot discuss within the limits of an answer to a question the effect of the terms of reference or the Report of the Royal Commission. In regard to that part of the question which asks whether the Lord Chancellor will consider the expediency of appointing a Royal Commission as suggested, the answer is in the negative. The Government does not consider that any useful purpose would be served by appointing a Royal Commission to consider again a principle which has already been affirmed on several occasions by Parliament.

At the Guildhall Police Court, on Tuesday, says the *Times*, before Alderman Sir David Burnett, John Harvey Hogan, of Broad-street House, was summoned by the Law Society for unlawfully pretending that he was duly qualified to act as a solicitor. Mr. Humphreys, who prosecuted, said the alleged pretence was contained in a letter which the defendant wrote to a Mr. Donkin, of Wimbledon, and in which he said: "I am a solicitor, and am prepared to do all the work and pay all expenses out of my share." Mr. Lee, a representative of the society, called upon the defendant, and Mr. Hogan produced documents which showed that he was an attorney, a solicitor of the Supreme Court in Ireland and Natal, a Gold Medallist of the Irish Law Society and a Colonial barrister. A sheet of notepaper which he handed to Mr. Lee gave only an address at Johannesburg, and set out that Mr. Hogan was a Colonial solicitor and financial expert in the flotation of companies. It was pointed out to him that if he had written the letter on the notepaper which set out his Colonial qualifications there would have been no complaint. The defendant said the only reason that he had used the words "I am a solicitor" in writing the letter complained of was to convey to Mr. Donkin the fact that he was dealing with a man of education and respectability. When he came over from Johannesburg two years ago with certificates from judges and registrars his intention was to apply for admission in England, but when told what the fees were he let the matter drop. He was a solicitor in fact. He did not practise here, but had merely written a letter which had to do with shares in mining property in South Africa. Sir David Burnett said the defendant had met the case very fairly, and it was not a serious one. Mr. Humphreys had vindicated the fact that any one in the position of Mr. Hogan, with the highest qualifications, in order to become an English solicitor, must pay the necessary fees. He thought a nominal fine of 10s. without costs would meet the justice of the case.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday Dec. 18	Mr Farmer	Mr Leach	Mr Theed	Mr Borrer
Tuesday 19	Bloxam	Farmer	Church	Leach
Wednesday 20	Theed	Bloxam	Synge	Farmer
Thursday 21	Church	Theed	Goldschmidt	Bloxam
Friday 22	Synge	Church	Greswell	Theed
Saturday 23	Goldschmidt	Synge	Beal	Church

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday Dec. 18	Mr Goldschmidt	Mr Bloxam	Mr Synge	Mr Beal
Tuesday 19	Greswell	Theed	Goldschmidt	Borrer
Wednesday 20	Beal	Church	Greswell	Leach
Thursday 21	Borrer	Synge	Beal	Farmer
Friday 22	Leach	Goldschmidt	Borrer	Bloxam
Saturday 23	Farmer	Greswell	Leach	Theed

The Christmas Vacation will commence on Monday, the 25th day of December, 1911, and terminate on Saturday, the 6th day of January, 1912, inclusive.

Winding-up Notices.

London Gazette.—FRIDAY, Dec. 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUSTRALIAN AND NEW ZEALAND MORTGAGE COMPANY, LTD—Creditors are required, on or before Jan 22, to send their names and addresses, and the particulars of their debts or claims, to Gerald Young, 22, Basinghall st. Ashurst & Co, Throgmorton av, solors for the liquidator.

BENGAL NATIONAL FISHERIES, LTD—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to James Edward Blake, 6, Broad Street pl, liquidator.

BROWNCOMBE (MALAY) RUBBER ESTATES, LTD—Creditors are required, on or before Jan 16, to send their names and addresses, and the particulars of their debts or claims, to Richard Henry Francis Hitchens, 7 and 8, Idol ln, liquidator.

BUYERS' ASSOCIATION, LTD—Petn for winding up, presented Dec 1, directed to be heard Dec 19. Matthews & Co, 26, Cannon st. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Dec 18.

CHINA TRUST AND TRADE EXPLOITATION SOCIETY, LTD—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to Evans, 102 and 104, New Oxford st, liquidator.

E. S. SNELL AND SON, LTD—Petn for winding up, presented Nov 27, directed to be heard Dec 19. Hurford & Taylor, 10, Bedford row, solcs to petner, notice of appearing must reach the above not later than 6 o'clock in the afternoon of Dec 18.

H. MCCULLOCH & Co, LTD—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to Thomas Silvey, 94, Market st, Manchester. Williamson, Manchester, solors to the liquidator.

HEPSCOTT COAL CO, LTD—Creditors are required, on or before Jan 16, to send in their names and addresses, and the particulars of their debts or claims, to Henry Wintrip, 1, Mosley st, Newcastle upon Tyne. Wilkinson & Marshall, Newcastle upon Tyne, solors for the liquidator.

LONDON BANKING CORPORATION, LTD—Petn for winding up, presented Dec 5, directed to be heard Dec 19. Brown & Co, Lennox House, Norfolk st, Strand, solors for the Petners. Notice of appearing must reach the above not later than 6 o'clock in the afternoon of Dec 18.

OROYA EXPLORATION CO, LTD—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to Birkbeck & Co, 20, Copthall av, solicitors for the liquidator

RODOCANACHI, REYNOLDS & CO, LTD—Petn for winding up, presented Dec 7, directed to be heard Dec 19 Tilleards, 10, Gracechurch st, London, solors for the petner Notice of appearing must reach the above named not later than six o'clock in the afternoon of Dec 18

SABELLA MOTOR CAR CO, LTD—Creditors are required, on or before Dec 30, to send in their names and addresses, with particulars of their debts or claims, to William Albert Stanley Oxborrow, 19-20, Temple chmbrs, liquidator

TEIGN VALLEY CONCRETE WORKS, LTD—Creditors are required, on or before Jan 9, to send in their names and addresses, with particulars of their debts or claims, to Percy George Mallory, 37, Essex st, Strand, liquidator

UPOLU CACAO CO, LTD—Creditors are required, on or before Jan 3, to send their names and addresses, and the particulars of their debts or claims, to Alfred James Cudworth, 26, Waterloo st, Birmingham Wragge & Co, Birmingham, solors to the liquidator

WELLINGTON HOUSE, LTD—Petn for winding up, presented Nov 29, directed to be heard Dec 19 Rudall, 48, Watling st, solor to the petners Notice of appearing must reach the above named not later than six o'clock in the afternoon of Dec 18

London Gazette.—TUESDAY, Dec. 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

WEST OF ENGLAND LAND AND INVESTMENT TRUST, LTD.—Creditors are required on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims to Messrs, Davies & Morris, 12, Hammet st, Taunton. Kite & Co, Taunton solors for the liquidators

A. S. MORGAN & CO, LTD.—Petn for winding up Dec 2, directed to be heard at Newport, Dec 22. Morgan & Co, solors for the petnrs, 67, High st, Newport, Mon. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Dec 21

HEALY & RICHARDS, LTD.—(IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan 5, to send their names and addresses, and the particulars of their debts or claims to Charles Herbert Bull, 6A, Devonshire sq, Bishopsgate, liquidator.

MELLOR SPINNING CO, LTD.—Creditors are required on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to Edward Rudd, 16, Richmond ter, Blackburn. Frank T. Wright, solor for liquidators

PENANG DISPENSARY, LTD.—Creditors are required, on or before Mar 1, to send their names and addresses, and the particulars of their debts or claims, to Prosper S. Lezer Liston, Beach st, Penang, Straits Settlements. Adams & Allan, Bank bldgs, Penang, solors to the liquidator

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Dec. 8.

CARBONIC ACID GAS ICE AND COLD STORAGE CO, LTD.
SELVILLE COLLIERIES, LTD.
TRAFALGAR AUTOMOBILE WORKS, LTD.
BRITISH CONSOLIDATED OIL CORPORATION, LTD.
BRITISH TRAMWAYS AND GENERAL CONSTRUCTION CO, LTD.
SYDENHAM AND FOREST HILL PUBLIC HALL, LTD.
MARA MINES, LTD.
HEPSCOTT COAL CO, LTD.
OROYA EXPLORATION CO, LTD.
LES GROTTES CASINO SYNDICATE, LTD.
DUDLEY HILL LIBERAL CLUB BUILDING CO, LTD.
BROCKHAM BRICK CO., LTD.
MOMBIRI RUBBER PLANTATIONS, LTD.
ANGLO-DUTCH INSURANCE AND INVESTMENT CORPORATION, LTD.
CHANDLER WILTSHIRE BREWERY, LTD.
CONTINENTAL OIL CONCESSIONS, LTD.
MANOR HOUSE ESTATE CO., LTD.
EDWARDS AIR PUMP SYNDICATE, LTD.
COUNTY RESTAURANT AND HOTEL CO, LTD.
CLAREMONT GOLD MINE, LTD.
PACIFIC COAST SYNDICATE, LTD.
NERCHINSK GOLD CO, LTD.

London Gazette.—TUESDAY, Dec 12.

S. WOLFENDEN, LTD.
C. A. BAILEY, LTD.
GROSVENOR HOTEL (WESTCLIFFE), LTD.
ONESTI OIL SYNDICATE, LTD.
SPANISH-AMERICAN DEVELOPMENT SYNDICATE, LTD.
COPPER SELECTION SYNDICATE, LTD.
GENERAL SUPPLY ASSOCIATION, LTD.
HENRY HERMITAGE & CO, LTD.
CENTRAL PARK AMUSEMENTS, LTD.
KEYA SYNDICATE, LTD.
UPOLU CACAO CO, LTD.
ENGLISH SYNDICATE, LTD.
F. HUTCHINS & CO, LTD.
MINIATURE RAILWAYS OF GREAT BRITAIN, LTD.
GRANVILLE ADVERTISING AGENCY, LTD.

The Property Mart.

Forthcoming Auction Sales.

Dec. 21.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Reversions, Life Policies, Shares, &c. (see advertisement, back page, this week).

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 5.

BEDFORD, THOMAS PERCY, Tokenhouse bldgs, Moorgate st Dec 30 Hartley v Bedford, Joyce, J Morgan, Somerset st, Portman sq

DE WETTE, AUGUSTA VICTORINE ELIZABETH, Eastbourne Jan 8 Mullens and Others v De Wette and Others, Parker, J Pemberton, Lincoln's inn fields

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 8.

BAKER, FREDERICK, Frindsbury, Kent, Farmer Jan 8 Baker & Day, Rochester
BARBER, JAMES HENRY, Sheffield, Steel Manufacturer Mar 8 Broomhead & Co, Sheffield
BATHGATE, ANNE, Rhyl, Flint Jan 24 Jones, Rhyl
BATHGATE, RICHARD, Rhyl, Flint Jan 24 Jones, Rhyl
BELLAMY, ROSE, Upper Norwood Jan 9 Wingfield & Co, Cheapside
BERNARDO, HARRIET ANNE, Bournemouth Jan 4 E & J Mote, South sq, Gray's inn
BOX, WILLIAM WILLIAMS, Great James st, Bedford row, Solicitor Jan 6 Maskell & Nisbet, John st, Bedford row
BRADFORD, KATHERINE ANN JANE, Richmond Jan 24 French & Haines, Boscombe
BROWN, ALFRED JAMES, Margate, Butcher Jan 1 Boys & Maughan, Margate
CLARKE, JOHN, St Donatts rd, Deptford, Wharfingers' Clerk Jan 12 Marchant & Co, Deptford
COLLINGDON, ELEANOR ANN, Portishead, Somerset Jan 9 Bush & Bush, Bristol
COPLAND, JOHN ALBERT, Chelmsford, Essex, Solicitor Jan 1 Copland & Sons, Chelmsford
COPLAND, MARY, Heath d ive, Hampstead Jan 1 Copland & Sons, Chelmsford
CROSS, ELIZABETH, Shrewsbury Dec 22 Clarke & Son, Shrewsbury
DANSON, ANN, Wandsworth rd, Clapham Jan 6 Webber, Old Town, Clapham
DOWLING, JOSEPH, Liverpool Jan 9 Bateman, Liverpool
EDGEWORTH, JANE, Nechells, Birmingham Jan 4 Baker & Co, Birmingham
GILBERT, EDWARD FOOT, Bath Jan 6 Chilton & Sons, Bristol
GILES, ALFRED HERMANN LINZEE, Fulham rd, Fulham Dec 31 Knapp-Fisher & Sons, Buckingham Gate
GRASSLY, MARY, Barton upon Humber, Lincoln Jan 6 Mason, Barton upon Humber
GROVE, CATHERINE, Brighton Jan 5 Nelson & Co, Cannon st
HANBURY, PRISCILLA RACHEL, Westbourne mans Jan 17 Burch & Co, Spring gdns
HARRISON, WILLIAM EDWARD, Castleton, Derby, Steeplejack Jan 15 Sorby & Co, Sheffield
HENKEL, ADOLPH, Rhyl, Flints, Fancy Goods Dealer Jan 6 Pierce-Lewis, Rhyl
HIGGS, ALBERT, Henbury, Glos, Schoolmaster Jan 13 Sinnott & Son, Bristol
HOUSE, ELIZABETH JANE, Ilfracombe Jan 12 Channer & Channer, Taunton
HOWDLE, GEORGE, senr, Norton Canes, Staffs, Farmer Dec 30 Barnes & Son, Lichfield
HUGH, RICHARD, Pembrey Mountain, Carmarthen Dec 31 Howell, Llanelly
HYDES, JOSEPH WILLIAM, Sheffield, Clothier Jan 13 Barker, Sheffield
LITTLE, JOHN, Romford, Essex Dec 21 Turner, Basinghall av
LUPTON, WILLIAM GEORGE, Winslow, nr Bromyard, Hereford Jan 23 Nelson & Co, Leeds
MCMILLAN, DUNCAN DAVIE, Leeds, Draper Feb 1 Jones & Co, Leeds
MAUGHAN, GEORGE, West Pelton, Durham, Miner Dec 30 Nicholson & Martin, Stanley SO Durham
MEATS, WILLIAM, Cotgrave, Nottingham, Licensed Victualler Jan 4 Kirk, Nottingham
MIDDLETON, WILLIAM NIXON, Brighton Jan 10 Turner & Sons, Leadenhall st
OGDEN, EMMA, Shaw Jan 11 Watson, Shaw, Lancs
PARKER, THOMAS, Colne, Lancs, Labourer Feb 5 Houston, Duchy of Lancaster Office
PREBBLE, CHRISTOPHER EDMUND, Harrington st, Hampstead rd Jan 20 Ellen, Chancery ln
RACKHAM, MARTHA EMILY, Leigh on Sea, Essex December 21 Phillips, New Broad st
RADCLIFF, MARY, Gee Cross, nr Hyde, Chester Jan 12 Hibbert, Hyde
RATCLIFFE, DANIEL, Bishopwood, nr Brewood, Staffs, Beerhouse Keeper Jan 8 Willcock & Co, Wolverhampton
RATCLIFFE, EMMA LOUISA, Ounsdale, Stafford Jan 8 Willcock & Co, Wolverhampton
ROY, ANNE FITZ, Rugby Jan 6 Seabroke & Son, Rugby
SMITH, HENRY HERBERT RILEY, Talcaster, Yorks, Brewer Jan 6 Middleton & Sons, Leeds
SNOW, RICHARD, Swineffect, Yorks, Farmer Jan 15 England & Sons, Goole
SPICER, FREDERICK, Bushey, Herts Jan 15 Camp & Co, Watford
WALKER, MARK, Brailes, Warwick, Corn Merchant Dec 30 Hancock & Co, Shipston on Stour
WEEKS, JOHN, Bromley, Kent Dec 30 Miller & Co, St Stephen's chmbrs, Telegraph st
WILLENBUCHER, CARL PAUL WILHELM, Manchester, Merchant's Clerk Jan 31 Innes, Manchester
WILSON, SAMUEL, Bury St Edmunds, Baker Dec 16 Gross & Son, Bury St Edmunds
WOMACK, WILLIAM HENRY BINGLEY, Sheffield Jan 17 Gould & Coombe, Sheffield

London Gazette.—TUESDAY, Dec 12.

ALCOCK, WALTER, Sheffield Jan 19 Benson & Co, Sheffield
ALDER, Rev. HERBERT, Ludlow, Salop Jan 15 Williams & Alder, Laurence Pountney hill
ALDERTON, JANE, Surbiton, Surrey Jan 31 Paris & Co, Southampton
ALLEN, MARY ELIZABETH, Porth Towan, Cornwall Jan 20 Watson, Penryn, Cornwall
ANSCOMB, GEORGE ROBERT, Old Kent rd, Rug Manufacturer Jan 20 Lander, Chancery la
ARDITTI, JOSEPH NISSIM, Withington, Manchester, Merchant Jan 23 Sale & Co, Manchester
BARFORD, ABRAHAM, Bedford, Straw Hat Manufacturer Jan 11 Strong & Co, Gracechurch st
BARLOW, ELIZABETH, Linthorpe rd, Stamford Hill Jan 31 Letts Bros, Bartlett's bldgs
BARLEET, ARTHUR SILVESTER, Clifton, Glos Jan 16 Godwin & Son, Wool exchange
BEAUMONT, JOHN, Haydon Bridge, Northumberland, Provision Importer Jan 25 Rhagg, Newcastle upon Tyne
BEESTON, MARY CECILIA, Cromwell rd Jan 9 Blackwell & Co, Mitre Court chmbrs, Temple
BLACKMORE, MARY MARTHA, Teddington Jan 9 Lawry, Plymouth
BROWN, WILLIAM CHRISTOPHER, Ardwick Green, Manchester Jan 5 Jones & Co, Manchester
BURMESTER, ELLEN, Sussex sq, Hyde Park Jan 20 Morgan & Harrison, Old Jewry
BURT, ROSALIE GRACE, Winchester Feb 1 Warner & Kirby, Winchester
CROSBY, CATHERINE HANNAH, Sunderland Jan 8 Hedley & Thompson, Sunderland
DEACLE, ELLEN MARIANNE, Eaton, Norwich Jan 16 Francis & Back, Norwich
EDDY, WILLIAM, Penzance, Cornwall Dec 23 Dobell, Truro
FAULKNER, JOHN, Northenden, Chester, Farmer Jan 31 Farrar & Co, Manchester
FERGUSON, JOHN, Gateshead, Durham, Engine Driver Dec 23 Philipson & Co, Newcastle on Tyne
FIFE-COOKSON, JOHN COOKSON, Whitehill Hall, Durham Feb 6 Greenwell & Co, Bedford st
FLETCHER, MARY, Elphinstone, Victoria Feb 1 Neave & Co, Strand
FREITAG, CHARLES, Alfred st, Colebrooke row, Islington Jan 31 Derham, Duncan ter
FRY, JOHN, Ashley Vale, Bristol Feb 1 Wansbroughs & Co, Bristol
FURSTENHAGEN, ISIDOR, Bradford Dec 30 Gordon & Co, Bradford
GRAESSER, ROBERT FERDINAND, Llangollen, Denbigh Feb 1 Richards & Sons, Llangollen
GREAVES, WILLIAM, Hunshelf, Penistone, Yorks, Mason Jan 15 Dransfield & Hodgkinson, Penistone
HARDING, SARAH ANN TYLER, Brislington, Somerset Feb 1 Wansbroughs & Co, Bristol
HARPER, SAMUEL ROBINSON, Spalding, Lincoln, Hotel Proprietor Jan 18 Maples & Son, Spalding
HAYTER, HENRY, Albany, Cape of Good Hope, S Africa Jan 15 Merriman & Co, King's Bench walk, Temple
HECTOR, JOHN MARSDEN, Lymington, Hants Jan 15 Moore & Co, Lymington
HILL, JOSEPH, Blackpool Jan 31 Banks, Blackpool
HOPE, LAVINIA, Bickenham, Kent Jan 30 Hickson & Co, New Broad st
HOWARD, MARIA, Welton, Northampton Jan 12 Roche & Wright, Daventry
JONES, MARY, Tunbridge Wells Jan 12 Jones, Granville House, Arundel st
KNIGHT, Mrs JEANNETTA, Weybridge, Surrey Jan 6 Adams & Adams, Clement's inn
KNILL HELEN SARAH SOPHIA PRICHARD, Clifton, Bristol Jan 14 Wansbroughs & Co, Bristol
LAVER, FRANCIS KEARSEY, Westgate on Sea Jan 15 Kearsey & Co, Cannon st
LINDSAY, GEORGE JOHNSON, Holmewood gdns, Brixton Hill, Parliamentary Agent Jan 13 Kite, Palace chambrs, Westminster
LINWOOD, NORMAN, Chorlton upon Medlock, Manchester Jan 14 Lynde & Braithwaite, Manchester
OAKLEY, RICHARD, Horsehay, Salop, Labourer Jan 9 Dean & Espley, Wellington
PARKIN, SMITH EYRE, Melton Brand, nr Doncaster, Farmer Jan 12 Andrews, Doncaster
PEARSON, EDWARD SHAWKESTER, Stour Wood, nr Bournemouth Jan 25 Burton & Dyson, Gainsborough
POTTINGER, DENIS ELDRED CURWEN, Lieut, Edinburgh Jan 10 Williams & James Norfolk House, Thames Embankment
POWNALL, JOSEPH BOOTHBY, Ashton under Lyne, Solicitor Dec 29 Bromley & Hyde Ashton under Lyne
PROCTOR, HENRY, Clifton, Bristol April 30 Pinsent & Co, Birmingham
REAY, THOMAS, South Shields Dec 30 Hannay & Hannay, South Shields
SARGENSON, ANN ELIZABETH, Broadstairs, Kent Jan 18 E G & J W Chester, Newington butts
SHARPLES, JOSHUA, Preston Jan 9 Ward & Newsham, Preston
SMITH, SARAH, Parkhurst rd, New Southgate Jan 18 Godwin & Son, Wool exchange
SNELLING, WILLIAM, Norwich Dec 23 Tillett & Co, Norwich
SPALDING, AUGUSTUS FREDERICK MONTAGU, Ashley st, Victoria st Jan 13 Dennes, George st, Hanover sq
TIMMIS, ROBERT, Newton Heath, Manchester Jan 12 Crofton & Co, Manchester
WALKER, MARTHA ANN, Hyde, Chester Jan 7 Knowles & Son, Hyde
WHITBY, ELIAS LYNDALL, Gt Malvern, Worcester Jan 31 Rogers, Malvern
WINTERBOTTOM, THOMAS, Blackpool Jan 31 Banks, Blackpool
WOOLSTON, GEORGIANA, Gt Yarmouth Jan 9 Burton & Son, Gt Yarmouth
WRIGHT, JOHN, Smethwick, Stafford Dec 31 Chapman, Smethwick

Bankruptcy Notices.

London Gazette.—FRIDAY, Dec. 1.

FIRST MEETINGS.

BAYLISS, FRANK, Grosmont, Monmouth, Licensed Victualler Dec 13 at 12 2, Offa st, Hereford
BENTLEY, BEDE, J F, Throgmorton av Dec 12 at 1 Bankruptcy bldgs, Carey st
BLAND, JOHN ERNEST, Trowbridge, Wilts, Tailor's Cutter Dec 11 at 11 Off Rec, 24, Bond st, Leeds
BRADLEY, GEORGE, Eastborough, Scarborough, Grocer Dec 11 at 4 Off Rec, 48, Westborough, Scarborough
BROWN, THOMAS WILLIAM, Stanton, Derby, Gardener Dec 11 at 12 Off Rec, 5, Victoria bldgs, London rd, Derby
BUXTON, JAMES, Bolsover, Derby, Cycle Dealer Dec 11 at 11.30 Off Rec, 5, Victoria bldgs, London rd, Derby
CANHAM, WILLIAM, West Hartlepool, Master Painter Dec 13 at 2.30 Off Rec, 8, Manor pl, Sunderland
CHAPLIN, NELLIE CATHERINE, Taplow, Bucks Dec 12 at 12 Off Rec, 14, Bedford row, London
CLARKE, SAMUEL JOHN, Station parade, Enfield, Warehouseman Dec 12 at 11 Bankruptcy bldgs, Carey st
DUCKWORTH, PERCIVAL SUTHERS, Bury, Lancs, Solicitor Dec 11 at 2.30 The Derby Hotel, Bury
HUNT, JAMES, Oldham Dec 9 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness
JOHNSON, THOMAS BAKER, St Swithin's ln Dec 11 at 11 Bankruptcy bldgs, Carey st
JONES, JOHN THOMAS, Hereford, Builder Dec 13 at 12.30 2, Offa st, Hereford
LEWIS, DAVID MORGAN, Tregraig, Talgarth, Brecon, Farmer Dec 12 at 2.30 Tower Hotel, Talgarth
LIGHTBOWN, RICHARD JAMES, Blackpool, Tailor Dec 11 at 11 Off Rec, 13, Winckley st, Preston
MCGHEE, HERBERT, Camberwell New rd, Variety Artist Dec 11 at 12 Bankruptcy bldgs, Carey st
MENGES, GEORGE, Hove, Sussex, Professor of Music Dec 11 at 12 Off Rec, 12A, Marlborough pl, Brighton
MICHELL, THOMAS BAWDEN, Redruth, Cornwall, Commercial Traveller Dec 9 at 11 Off Rec, 12, Princes st, Truro
OLIVER, JAMES DAYDEN, Darlington, Durham, Builder Dec 12 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
OLIVER, RICHARD, Ripon, Yorks, Cycle Agent Dec 13 at 3 Off Rec, Court chmbrs, Albert rd, Middlesbrough
PIGG, ANDREW RALEIGH, Royston, Herts, Nurseryman Dec 11 at 12.45 Crown Hotel, Royston
SCOTT, MARY, Herne Bay, Kent Dec 9 at 11.45 Off Rec, 68A, Castle st, Canterbury
SPALDING, JOSEPH WILLIAM, Palace yard, Worcester, Picture Frame Dealer Dec 9 at 11.30 Off Rec, 11, Copenhagen st, Worcester
THOMAS, GEORGE ALLIX, Church Stretton, Salop, Ironmonger's Assistant Dec 11 at 11.30 Off Rec, 22, Swan hill, Shrewsbury
WILLEY, CHARLES, Hormead rd, Westbourne Park, Cabinet Maker Dec 13 at 11 Bankruptcy bldgs, Carey st
WILSON, ERNEST WALTER, and HAROLD WILSON, Kingston upon Hull, Stonemasons Dec 11 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
YOUNG, JAMES, Carlisle, Draper Dec 9 at 11 34, Fisher st, Carlisle

ADJUDICATIONS.

BARNETT, ERNEST EMANUEL, Liverpool Liverpool Pet Oct 28 Ord Nov 29
BASSNETT, WATSON, Askam in Furness, Clogger Barrow in Furness Pet Nov 29 Ord Nov 29
BILSON, ARTHUR JOHN, Northampton, Cabinet Maker Northampton Pet Nov 28 Ord Nov 28
BLACKWELL, ALONZA JOHN, Leicester, Builder Leicester Pet Oct 28 Ord Nov 27
BLAND, JOHN ERNEST, Trowbridge, Wilts, Tailor's Cutter Leeds Pet Nov 27 Ord Nov 27
BOWMER, GEORGE WILLIAM, Nottingham, Plain Net Manufacturer Nottingham Pet Nov 21 Ord Nov 24
BRADLEY, GEORGE, Eastborough, Scarborough, Grocer Scarborough Pet Nov 29 Ord Nov 29
BUXTON, JAMES, Bolsover, Derby, Cycle Dealer Chesterfield Pet Nov 28 Ord Nov 28
CAUTLEY, JOHN BURTON, Kingston upon Hull, Medical Practitioner Kingston upon Hull Pet Nov 28 Ord Nov 28
CLARKE, SAMUEL JOHN, Station parade, Enfield, Warehouseman High Court Pet Nov 27 Ord Nov 27
CLOSE, JOHN, Kingston upon Hull, Fish Merchant Kingston upon Hull Pet Nov 14 Ord Nov 29
CONDON, ARTHUR CHARLES, Craven st, Strand, Accountant High Court Pet May 12 Ord Nov 27
CURTIS, WILLIAM HENRY, Budge row, Solicitor High Court Pet June 2 Ord Nov 28
DALE, GEORGE, Grantham, Lincs, Mineral Water Manufacturer Nottingham Pet Nov 28 Ord Nov 28
DANIELS, JAMES, Red Post, Somerset, Farmer Bath Pet Nov 28 Ord Nov 28
DE LOUGHREY, JOHN JOSEPH, Sheffield, Estate Agent Sheffield Pet Oct 20 Ord Nov 29
DENNY, CHARLES WILLIAM, Westcliff on Sea, Builder Chelmsford Pet Oct 27 Ord Nov 28
DUCKWORTH, PERCIVAL SUTHERS, Bury, Lancs, Solicitor Bolton Pet Nov 25 Ord Nov 25
EDWARDS, JOHN, Manchester Manchester Pet Sept 29 Ord Nov 27
FELD, LEWIS, Bath st, City rd, Wholesale Bag Manufacturer High Court Pet Nov 11 Ord Nov 29
GALE, JOSEPH, Tuxford, Nottingham, Draper and Grocer Lincoln Pet Nov 29 Ord Nov 29
HAWKINS, WALTER EDWIN, Bristol, Grocer Bristol Pet Nov 4 Ord Nov 28
JONES, JOHN THOMAS, Hereford, Builder Hereford Pet Nov 13 Ord Nov 29

LUPTON, WILLIAM, and ALFRED LUPTON, Dunston, Lincoln, Wheelwright, Lincoln Pet Nov 29 Ord Nov 29

McGUIRE, HERBERT, Cambridge New rd, Variety Artist High Court Pet Nov 29 Ord Nov 29

MOON, THOMAS HERBERT, Upper Long Ditton, Surrey, Farmer Kingston, Surrey Pet Nov 28 Ord Nov 28

MOORE, EDMUND CRANSTON, Kingsway House, Kingsway High Court Pet Aug 30 Ord Nov 25

NEILL, ROBERT, ROBERT WILLIAM NEILL, and ALAN NEILL, Lower Broughton, Salford, Lancs, Builders Salford Pet Nov 28 Ord Nov 28

PARKER, ARTHUR PERCY, Burnley, Lancs, Electrical Engineer Burnley Pet Nov 18 Ord Nov 27

PARKER, CHARLES HENRENEY, Knutsford, Chester, Drysalter Manchester Pet Nov 29 Ord Nov 29

PARRY, SIDNEY COLSTON, Bristol, Tailor Bristol Pet Nov 11 Ord Nov 27

RAINBOW, JESSE RICHARD, Nottingham, Grocer Nottingham Pet Nov 29 Ord Nov 29

SHACKLETON, JOSEPH ARTHUR, Rotherham, Yorks, Journeyman Painter Sheffield Pet Nov 29 Ord Nov 29

SPALDING, JOSEPH WILLIAM, Palace yd, Worcester, Picture Frame Dealer Worcester Pet Nov 25 Ord Nov 25

TAPP, THOMAS GEORGE, Tiverton, Devon, Wine Merchant Exeter Pet Nov 28 Ord Nov 28

THOMAS, GEORGE ALLIX, Church Stretton, Salop Ironmonger's Assistant Shrewsbury Pet Nov 29 Ord Nov 29

TONKIN, RICHARD HOLMES, Tregoney, Cornwall, Builder Truro Pet Nov 29 Ord Nov 29

TOVEY, BENJAMIN, Bristol, Butcher Bristol Pet Nov 29 Ord Nov 29

TUPLING, JOSEPH, Worksop, Notts, Collier Sheffield Pet Nov 29 Ord Nov 29

WARREN, JOHN WILLIAM, Wood st, Walthamstow, Newsagent High Court Pet Oct 5 Ord Nov 27

WELBY, ANTHONY, Sale, Chester, Painter Manchester Pet Nov 28 Ord Nov 28

WILLEY, CHARLES, Hormead rd, Westbourne Park, Cabinet Maker High Court Pet Nov 27 Ord Nov 27

WILSON, ERNEST WALTER, and HAROLD WILSON, Kingston upon Hull, Stonemasons Kingston upon Hull Pet Nov 27 Ord Nov 27

Amended Notice substituted for that published in the London Gazette of Nov 28:

PARSONS, ARTHUR JOHN FREDERICK, Southend on Sea, Photographer Chelmsford Pet Nov 23 Ord Nov 23

ADJUDICATIONS ANNULLED.

WOOLLEY, JOHN, Nottingham, Fish Salesman Nottingham Adjud Nov 6, 1896 Annul Nov 24, 1911

HOARE, JAMES, Swansea, Plumber Swansea Adjud Jan 11, 1908 Annul Nov 20, 1911

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

MCCRUM, WILLIAM, Surbiton, Surrey Kingston, Surrey Rec Ord April 12 Adjud May 2 Annul & Resc Nov 17

London Gazette.—TUESDAY, Dec. 5.

RECEIVING ORDERS.

BATTY, WILLIAM WRIGHT, Hyde, Manchester, House Furnisher Ashton under Lyne Pet Nov 16 Ord Nov 30

BROADHEAD, CHARLES ARTHUR, Barnoldswick, Yorks, Retail Jeweller Bradford Pet Nov 15 Ord Nov 30

BROWN, THOMAS WILLIAM, Stanton, Derby, Gardener Burton on Trent Pet Nov 29 Ord Nov 29

CARTER, FREDERICK JAMES, Cosham, Hants, Builder Portsmouth Pet Nov 29 Ord Nov 29

CHADWICK, GEORGE ALFRED, Hyde, Chester, Loom Overlooker Ashton under Lyne Pet Nov 30 Ord Nov 30

CHAPMAN, CECIL SUTTON, Portsmouth Portsmouth Pet Nov 2 Ord Nov 30

CLARKE, FRANK, Bideford, Devon, Butcher Barnstaple Pet Dec 1 Ord Dec 1

DARKE, ALFRED, Church rd, Barnes, Tailor High Court Pet Dec 1 Ord Dec 1

DAWES, GEORGE, Petersfield, Hants, Baker Portsmouth Pet Nov 29 Ord Nov 29

FAUGHT, Lieut ALGERNON L C, Stepney High Court Pet Aug 10 Ord Dec 1

FINEBERG, R, Great Garden st, Whitechapel, Furrier High Court Pet Oct 20 Ord Dec 1

FLEIT, ALEXANDER, Eastcheap, Company Secretary High Court Pet Aug 4 Ord Dec 1

GIFFORD, WILLIAM, Pyeworthy, Devon, Labourer Barnstaple Pet Dec 1 Ord Dec 1

GODDEN, HENRY and HORACE ALBERT ADDISON, Folkestone, Clothiers Canterbury Pet Dec 1 Ord Dec 1

GOSS, LILLIE ADELINE, Old Bond st High Court Pet Dec 1 Ord Dec 1

GUBBINS, HARRY, Bournemouth, Tobacco Dealer Poole Pet Nov 16 Pet Nov 30

HALLETT, JOHN WRIGHT, Lyveden rd, Tooting, Builder Wandsworth Pet Sept 5 Ord Nov 30

HASLAM, EDWARD, Praed st, Paddington High Court Pet Nov 30 Ord Nov 30

HUMPHREYS, DAVID, JOHN WILLIAMS, and JOHN HUGHES WILLIAMS, Aberystwyth, Builders Aberystwyth Pet Nov 30 Ord Nov 30

IVES, JAMES STEPHEN, Canterbury ter, Maida Vale, Jobmaster's Manager High Court Pet Nov 10 Ord Dec 1

JORDAN, JOHN PAUL, Hampton on Thames, Student Kingston, Surrey Pet Oct 30 Ord Nov 30

KEAR, JOHN JAMES, Bristol, Motor Engineer Bristol Pet Nov 30 Ord Nov 30

KING, JOHN HENRY, Compstall, nr Marple, Derby Innkeeper Ashton under Lyne Pet Nov 10 Ord Nov 30

LAMBTON, ARTHUR, Worthing Brighton Pet Oct 11 Ord Dec 1

LAVENDER, CHARLES HENRY, Armley, Leeds, Grocer Leeds Pet Nov 30 Ord Nov 30

MANDELSTAM, HERMAN, Cannon st, Company Promoter High Court Pet Aug 25 Ord Nov 29

MANGION, SPIRO, Portsmouth, Coal Merchant Portsmouth Pet Dec 2 Ord Dec 2

NIELD, JOSEPH, Stockport, Paint Merchant Stockport Pet Nov 18 Ord Nov 30

NOLAN, STEPHEN, Litherland, nr Liverpool, Cooper's Foreman Liverpool Pet Nov 18 Ord Nov 30

OWEN, WILLIAM, Manchester, Auctioneer Manchester Pet Nov 8 Ord Dec 1

PALMER, GEORGE, Dudley, Worcester, Warehouseman Stourbridge Pet Nov 28 Ord Nov 28

POWELL, ARTHUR, Cwrau, nr Bridgend, Glam, Grocer Cardiff Pet Nov 13 Ord Dec 1

PRITCHARD, DAVID, Pentrebach, Merthyr Tydfil, Collier and Grocer Merthyr Tydfil Pet Dec 1 Ord Dec 1

ROBB, JOHN, Outwell, Norfolk, Farm Labourer King's Lynn Pet Dec 1 Ord Dec 1

ROBERTS, SYDNEY GEORGE, Morriston, Swansea, Baker Swansea Pet Nov 30 Ord Nov 30

SELINGER, SEIGFRIED, and HAROLD SELINGER, Milton st, Fore st, Manufacturers' Agent High Court Pet Nov 30 Ord Nov 30

STEVENSON, MARK SHILLABEER, South Brent, Devon, Butcher Plymouth Pet Nov 30 Ord Nov 30

STRICKLAND, WILLIAM ARTHUR, Kirton in Lindsey, Lincs, Grocer Great Grimsby Pet Dec 2 Ord Dec 2

STYLES, JOSEPH GRAY, Handsworth, Birmingham, Jewellery Merchant Birmingham Pet Nov 27 Ord Nov 27

TEMPLEMAN, WILLIAM JOHN, Dartmouth, Devon, Licensed Victualler Plymouth Pet Dec 1 Ord Dec 1

VARLEY, ARTHUR, Stanningley, Yorks, Mineral Water Manufacturer Bradford Pet Nov 15 Ord Dec 1

WILLEY, WILLIAM, Great Grimsby, Steam Trawler Engineer Great Grimsby Pet Nov 29 Ord Nov 29

WILSON, EDWARD CHARLES, Boston, Lincs, Licensed Victualler Boston Pet Dec 1 Ord Dec 1

FIRST MEETINGS.

BASSNETT, WATSON, Askam in Furness, Lancs, Clogger Dec 15 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness

BILSON, ARTHUR JOHN, Northampton, Cabinet Maker Dec 15 at 11 Off Rec, The Parade, Northampton

BROADHEAD, CHARLES ARTHUR, Barnoldswick, Yorks, Retail Jeweller Dec 13 at 12 Off Rec, 12, Duke st, Bradford

BUNCE, JAMES, Pewsey, Wilts, Dec 13 at 1 Off Rec, 38, Regent circus, Swindon

BUNN, PETER COULSON, Lombard st, Company Promoter Dec 14 at 2.30 Bankruptcy bldgs, Carey st

CARTER, FREDERICK JAMES, Cosham, Hants, Builder Dec 14 at 4 Off Rec, Cambridge Junction, High st, Portsmouth

CHIPPINGTON, WILLIAM HENRY, Rayleigh, Essex, Coachbuilder Dec 13 at 12 Off Rec, 14, Bedford row

CLOSE, JOHN, Kingston upon Hull, Fish Merchant Dec 13 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull

DANIELS, JAMES, Carlingcott, Red Post, Somerset, Farmer Dec 13 at 1 Off Rec, 26, Baldwin st, Bristol

DARKE, ALFRED, Church rd, Barnes, Tailor Dec 18 at 11 Bankruptcy bldgs, Carey st

DAWES, GEORGE, Petersfield, Hants, Baker Dec 14 at 3 Off Rec, Cambridge junct, High st, Portsmouth

DENNY, CHARLES WILLIAM, Westcliff on Sea, Essex, Builder Dec 13 at 12.45 Talbot & White, 34, Clarence st, Southend on Sea

DRAKE, GERALD SAMUEL, Gillingham, Kent, Clothier Dec 15 at 10.30 Off Rec, The Parade, Northampton

EVERITT, LEONARD EDGAR, Raynes Park, Surrey, Ironmonger Dec 15 at 11 132, York rd, Westminster Bridge rd

FAUGHT, Lieutenant ALGERNON L C, Stepney Dec 15 at 12 Bankruptcy bldgs, Carey st

FINEBERG, R, Great Garden st, Whitechapel, Furrier Dec 15 at 2.30 Bankruptcy bldgs, Carey st

FLEIT, ALEXANDER, Eastcheap, Company Secretary Dec 15 at 1 Bankruptcy bldgs, Carey st

GOSS, LILLIE ADELINE, Old Bond st Dec 14 at 12 Bankruptcy bldgs, Carey st

GRAINGER, HENRY WILLIAM, Southend on Sea, Builder Dec 13 at 12.15 Messrs Talbot & White, 34, Clarence st, Southend on Sea

GUBBINS, HARRY, Bournemouth, Tobacco Dealer Dec 13 at 3.30 Arcade chmbrs (first floor), Bournemouth

HALLETT, JOHN WRIGHT, Lyveden rd, Tooting, Builder Dec 15 at 11.30 132, York rd, Westminster Bridge rd

HARRIS, T MORTON & Co, Birmingham, Stock Brokers Dec 15 at 2.30 Ruskin chmbrs, 191, Corporation st, Birmingham

HASLAM, EDWARD, Praed st, Paddington Dec 14 at 1 Bankruptcy bldgs, Carey st

HAWKINS, WALTER EDWIN, Bristol, Grocer Dec 13 at 11.30 Off Rec, Bristol

ILES, ROBERT MOFFATT, Bishopston, Bristol, Commission Agent Dec 13 at 12 Off Rec, Bristol

IVES, JAMES STEPHEN, Canterbury ter, Maida Vale, Jobmaster's Manager Dec 13 at 1 Bankruptcy bldgs, Carey st

JACKA, WILLIAM HENRY, Bristol, Tobacco Dealer Dec 13 at 11.45 Off Rec, Bristol

JORDAN, JOHN PAUL, Hampton on Thames, Student Dec 15 at 11.30 132, York rd, Westminster Bridge rd

LAVENDER, CHARLES HENRY, Armley, Leeds, Grocer Dec 15 at 2.30 Off Rec, 24, Bond st, Leeds

MANDELSTAM, HERMAN, Cannon st, Company Promoter Dec 13 at 12 Bankruptcy bldgs, Carey st

MOON, THOMAS HERBERT, Upper Long Ditton, Surrey, Farmer Dec 18 at 11 132, York rd, Westminster Brigge rd

PALMER, GEORGE, Dudley, Worcester, Warehouseman Dec 14 at 12 Off Rec, 1, Priory st, Dudley

PARKER, ARTHUR CLIFFORD, Shepton Mallet, Somerset, Butcher Dec 13 at 12.30 Off Rec, 26, Baldwin st, Bristol

PARRY, SYDNEY COLSTON, Bristol, Tailor Dec 13 at 12.15 Off Rec, 26, Baldwin st, Bristol

PRITCHARD, DAVID, Pentrebach, Merthyr Tydfil, Collier Dec 15 at 2 County Court Office, Town Hall, Merthyr Tydfil

SELINGER, SEIGFRIED, and HAROLD SELINGER, Milton st, Fore st, Manufacturers' Agents Dec 13 at 12 Bankruptcy bldgs, Carey st

SHACKLETON, JOSEPH ARTHUR, Rotherham, Yorks Journeyman Painter Dec 14 at 12.30 Off Rec, Fig tree ln, Sheffield

STYLES, JOSEPH GRAY, Handsworth, Birmingham, Jewellery Merchant Dec 13 at 2.30 Ruskin chmbrs, 191, Corporation st, Birmingham

TAPP, THOMAS GEORGE, Tiverton, Devon, Wine Merchant Dec 14 at 10.30 Off Rec, 9, Bedford circus, Exeter

TINDAL, HENRIETTA MARIA, Woodcote Hordle, Southampton Dec 13 at 11 Off Rec, Midland Bank chmbrs, High st, Southampton

TUPLING, JOSEPH, Worksop, Collier Dec 14 at 12 Off Rec, Figtree ln Sheffield

VARLEY, ARTHUR, Stanningley, Yorks, Mineral Water Manufacturer Dec 13 at 11 Off Rec, 12, Duke st, Bradford

WELBY, ANTHONY, Sale, Cheshire, Painter Dec 13 at 3 Off Rec, Byrom st, Manchester

WILLEY, WILLIAM, Gt Grimsby, Steam Trawler Engineer Dec 13 at 11 Off Rec, St. Mary's chmbrs, Gt Grimsby

ADJUDICATIONS.

BROADHEAD, CHARLES ARTHUR, Barnoldswick, Yorks Retail Jeweller Bradford Pet Nov 15 Ord Dec 1

BROWN, THOMAS WILLIAM, Stanton, Derby, Gardener Burton on Trent Pet Nov 29 Ord Nov 29

BUNCE, JAMES, Pewsey, Wilts Swindon Pet Oct 26 Ord Nov 30

CARTER, FREDERICK JAMES, Cosham, Hants, Builder Portsmouth Pet Nov 29 Ord Nov 29

CHADWICK, GEORGE ALFRED, Hyde, Chester, Loom Overlooker Ashton under Lyne Pet Nov 30 Ord Nov 30

CLARKE, FRANK, Bideford, Devon, Butcher Barnstaple Pet Dec 1 Ord Dec 1

DARKE, ALFRED, Church rd, Barnes, Tailor High Court Pet Dec 1 Ord Dec 1

DAWE, GEORGE, Petersfield, Hants, Baker Portsmouth Pet Nov 29 Ord Nov 29

DORAN, THOMAS L, Westminster Bridge rd High Court Pet Oct 18 Ord Dec 1

GIFFORD, WILLIAM, Pyeworthy, Devon, Labourer Barnstaple Pet Dec 1 Ord Dec 1

GODDEN, HENRY and HORACE ALBERT ADDISON, Folkestone, Clothiers Canterbury Pet Dec 1 Ord Dec 1

GOSS, LILLIE ADELINE, Old Bond st High Court Pet Dec 1 Ord Dec 1

JACKA, WILLIAM HENRY, Bristol, Tobacco Dealer Bristol Pet Nov 17 Ord Nov 30

KEAR, JOHN JAMES, Bristol, Motor Engineer Bristol Pet Nov 30 Ord Nov 30

LAVENDER, CHARLES HENRY, Armley, Leeds, Grocer Leeds Pet Nov 30 Ord Nov 30

MACKAY, ANGUS, Queen's rd, Upton Park, Essex, Hosier High Court Pet Nov 1 Ord Dec 2

MANGION, SPIRO, Portsmouth, Coal Merchant Portsmouth Pet Dec 2 Ord Dec 2

NOLAN, STEPHEN, Litherland, nr Liverpool, Cooper's Foreman Liverpool Pet Nov 18 Ord Dec 2

PALMER, GEORGE, Dudley, Worcester, Warehouseman Stourbridge Pet Nov 28 Ord Nov 28

PRITCHARD, DAVID, Pentrebach, Merthyr Tydfil, Collier Merthyr Tydfil Pet Dec 1 Ord Dec 1

ROBB, John, Outwell, Norfolk, Farm Labourer King's Lynn Pet Dec 1 Ord Dec 1

ROBERTS, SYDNEY GEORGE, Morriston, Swansea, Baker Swansea Pet Nov 30 Ord Nov 30

SELINGER, SEIGFRIED, and HAROLD SELINGER, Milton st Fore st, Manufacturer's Agents High Court Pet Nov 30 Ord Nov 30

STAUB, HEINRICH FREIDERICH, Euston rd, Furniture Dealer High Court Pet Nov 7 Ord Dec 1

STEVENSON, MARK SHILLABEER, South Brent, Devon, Butcher Plymouth Pet Nov 30 Ord Nov 30

STOCKLEY, ERNEST EDGAR EDWARD CORNELIUS CAMERON, Hastings Hastings Pet Sept 19 Ord Nov 30

STRICKLAND, WILLIAM ARTHUR, Kirton in Lindsey, Lincs, Grocer Great Grimsby Pet Dec 2 Ord Dec 2

STRONG, HARRY, Orpingley rd, Holloway, Joiner High Court Pet Nov 18 Ord Dec 1

STYLES, JOSEPH GRAY, Handsworth Birmingham, Jewellery Merchant Birmingham Pet Nov 27 Ord Nov 27

TEMPLEMAN, WILLIAM JOHN, Dartmouth, Devon, Licensed Victualler Plymouth Pet Dec 1 Ord Dec 1

VARLEY, ARTHUR, Stanningley, Yorks, Mineral Water Manufacturer Bradford Pet Dec 1 Ord Dec 1

VALENTINE, JACOB HENRIQUEZ Rye ln, Peckham, Tailor High Court Pet Oct 6 Ord Dec 1

WELLS, REGINALD FAIRFAX, Sloane st, Sculptor High Court Pet Sept 19 Ord Nov 30

WILLEY, WILLIAM, Great Grimsby, Steam Trawler Engineer Great Grimsby Pet Nov 29 Ord Nov 29

WILSON, EDWARD CHARLES, Boston, Lincs, Licensed Victualler Boston Pet Dec 1 Ord Dec 1

YORKE, WILLIAM HENRY, Plaistow rd, West Ham, Confectioner High Court Pet Nov 4 Ord Dec 2

ADJUDICATION ANNULLED.

MINEARD, GEORGE EDWARD, Greencroft gdns, West Hampstead Exeter Adjud Jan 13 Annul Oct 11

London Gazette.—FRIDAY, Dec 8.

RECEIVING ORDERS.

ABRAHAMS, E GOLDSMID, Sussex pl, Regent's Park, Company Promoter High Court Pet Nov 19 Ord Dec 5

ADAMS, EDMUND JOHN, Moretonhampstead, Devon, Plumber Exeter Pet Dec 5 Ord Dec 5

ALLEN, GUY F S, Redcliffe gdns, Fulham High Court Pet Nov 9 Ord Dec 4

ASTLEY, WILLIAM, Kingston on Thames Kingston, Surrey Pet Nov 15 Ord Dec 5

BAKER, HERBERT, Ilkeston, Derby, Baker Derby Pet Dec 5 Ord Dec 5

BARBER, THOMAS WALTER, jun, Salisbury house, London Wall, Engineer High Court Pet Nov 4 Ord Dec 5

BEAN, GEORGE, York, Draper York Pet Dec 6 Ord Dec 6

BENTLEY, HENRY, Harrogate, Provision Merchant York Pet Dec 6 Ord Dec 6
BETT, JAMES, Wolvercote, Oxfordshire High Court Pet Sept 25 Ord Dec 4
BLACKWELL, ARTHUR GEORGE, Union ct, Old Broad st High Court Pet Nov 10 Ord Dec 5
BRADBURY, ALBERT, Nottingham, Coal Miner Nottingham Pet Dec 4 Ord Dec 4
CHAMBERLAIN, FRANK PECK, Watford, Herts, Newsagent St Albans Pet Dec 5 Ord Dec 5
CHANCELLOR, STEPHEN SACKETT, Margate, Confectioner Canterbury Pet Dec 4 Ord Dec 4
COLE, EDWIN JAMES, Sandcroft st, Kennington rd, Jobmaster High Court Pet Nov 20 Ord Dec 4
COSSEY, JAMES, Fritton, nr Long Stratton, Norfolk, Farmer Ipswich Pet Dec 5 Ord Dec 5
CRICK, HAROLD, Billiter sq bldgs, Solicitor High Court Pet Sept 5 Ord Dec 4
ELLIS, JOHN. Llangadfan, Montgomery, Farmer Newtown Pet Nov 21 Ord Dec 4
EMERSON, JOSEPH, Worsboro' Dale nr Barnsley, Yorks, Traction Engine Driver Barnsley Pet Dec 4 Ord Dec 4
FRANKLIN, CYRIL PRESCOTT, Portsmouth Portsmouth Pet Dec 4 Ord Dec 4
HALLMARK, PAUL, Hanley, Egg Dealer Hanley Pet Dec 6 Ord Dec 6
HOWLAND, FRANK, Broadstairs, Kent, Stationer Canterbury Pet Dec 5 Ord Dec 5
HUGHES, GEORGE, Blaenau Festiniog, Merionethshire, Gas Stoker Portmadoc Pet Dec 5 Ord Dec 5
JONES, HOWELL, Tylorstown, Glam, Collier Pontypridd Pet Dec 5 Ord Dec 5
LONGWORTH, HAROLD, Lauderdale mans, Maida Vale High Court Pet Oct 31 Ord Dec 6
MERRICK, JOHN, Clydach Vale, Glam, Collier Pontypridd Pet Dec 4 Ord Dec 4
MINTY, GEORGE, Bradford, Confectioner Bradford Pet Nov 23 Ord Dec 6
MOLTON, JOHN HENRY, Highworth, Wilts, Builder Swindon Pet Dec 6 Ord Dec 6
NAINTRE, LUIGI, Strand, Manager of Romano's High Court Pet Nov 6 Ord Dec 8
RICHARDSON, JOANNA, Sunderland Sunderland Pet Nov 18 Ord Dec 4
ROBINSON, ROBERT HENRY, Sleaford, Lincs, Clothier Boston Pet Dec 4 Ord Dec 4
ROGERS, WILLIAM, Bilston, Stafford, Chemist Wolverhampton Pet Dec 6 Ord Dec 6
THOMAS, REES, Llangennech, Carmarthenshire, Farm Bailiff Carmarthen Pet Dec 6 Ord Dec 6
TREVOR, EDWARD FRANCIS, High Ham, nr Langport, Somerset, Grocer Yeovil Pet Dec 5 Ord Dec 8
WALKER, EBENEZER WILMOT, Dudley, Worcester, Journeyman Baker Dudley Pet Dec 5 Ord Dec 5

FIRST MEETINGS.

ABRAHAMS, E GOLDSMID, Sussex pl, Regent's Park, Company Promoter Dec 21 at 11 Bankruptcy bldgs, Carey st
ADAMS, EDMUND JOHN, Moretonhampstead, Devon Plumber Dec 21 at 12.30 Off Rec, 9, Bedford circus, Exeter
ALLEN, GUY F S, Redcliffe gdns, Fulham Dec 19 at 11.30 Bankruptcy bldgs, Carey st
BAKER, HERBERT, Ilkeston, Derby, Baker Dec 16 at 11.30 Off Rec, 4, Castle pl, Park st, Nottingham
BARBER, THOMAS WALTER (jun.) Salisbury house, London Wall, Engineer Dec 19 at 12 Bankruptcy bldgs, Carey st
BATTY, WILLIAM WRIGHT, Hyde, Manchester, House Furnisher Dec 16 at 11.30 Off Rec, Byrom st, Manchester
BEAN, GEORGE, York, Draper Dec 21 at 3 Off Rec, The Red House, Duncombe pl, York
BENTLEY, HENRY, Harrogate, Provision Merchant Dec 22 at 12.15 Off Rec, The Red House, Duncombe pl, York
BETT, JAMES, Wolverton, Oxford Dec 19 at 11 Bankruptcy bldgs, Carey st
BLACKWELL, ARTHUR GEORGE, Union ct, Old Broad st Dec 19 at 1 Bankruptcy bldgs, Carey st
BOWMER, GEORGE WILLIAM, Nottingham, Plain Net Manufacturer Dec 19 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
CHADWICK, GEORGE ALFRED, Hyde, Cheshire, Loom Overlooker Dec 16 at 10.30 Off Rec, Byrom st, Manchester
CLARKE, FRANK, Bideford, Devon, Butcher Dec 20 at 3.45 Royal Hotel, Bideford
COLE, EDWIN JAMES, Sancroft st, Kennington rd, Jobmaster Dec 21 at 1 Bankruptcy bldgs, Carey st
COSSEY, JAMES, Fritton, nr Long Stratton, Norfolk, Farmer Dec 16 at 2 Royal Hotel, Norwich
CRICK, HAROLD, Billiter sq bldgs, Solicitor Dec 18 at 1 Bankruptcy bldgs, Carey st
DALE, GEORGE, Grantham, Mineral Water Manufacturer Dec 16 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
GALE, JOSEPH, Tuxford, Nottingham, Draper Dec 18 at 12 Off Rec, 10, Bank st, Lincoln
GIFFORD, WILLIAM, Pyeworthy, Devon, Labourer Dec 21 at 3 Off Rec, 9, Bedford circus, Exeter
GODDEN, HENRY, and HORACE ALBERT ADDISON, Folkestone, Clothiers Dec 16 at 11 Off Rec, 68A, Castle st, Canterbury
JONES, HOWELL, Tylorstown, Glam, Collier Dec 18 at 11.45 Off Rec, St Catherine's chmbrs, St Catherine's st, Pontypridd
KING, JOHN HENRY, Compstall, nr Marple, Derby, Innkeeper Dec 16 at 11 Off Rec, Byrom st, Manchester
LAMBTON, ARTHUR, Worthing Dec 19 at 11 Off Rec, 12A, Marlborough pl, Brighton
LONGWORTH, HAROLD, Lauderdale mans, Maida Vale Dec 18 at 11 Bankruptcy bldgs, Carey st
LUPTON, WILLIAM, and ALFRED LUPTON, Dunston, Lincoln, Wheelwrights Dec 18 at 12.30 Off Rec, 10, Bank st, Lincoln
MERRICK, JOHN, Clydach Vale, Glam, Collier Dec 18 at 11.15 Off Rec, St Catherine chmbrs, St Catherine st, Pontypridd
MINTY, GEORGE, Bradford, Confectioner Dec 19 at 11 Off Rec, 12, Duke st, Bradford.
MORRIS, NORMAN STRETTER, Canterbury Baker Dec 16 at 10 Off Rec, 68A, Castle st, Canterbury
NAINTRE, LUIGI, Strand, Manager of Romano's Dec 18 at 12 Bankruptcy bldgs, Carey st
NIELD, SAMUEL JOSEPH, Stockport, Paint Merchant Dec 19 at 11 Off Rec, 6, Vernon st, Stockport
OWEN, WILLIAM, Manchester, Auctioneer Dec 18 at 3 Off Rec, Byrom st, Manchester
RAINBOW, JESSE RICHARD, Nottingham, Grocer Dec 19 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
RICHARDSON, JOANNA, Sunderland Dec 18 at 2.30 Off Rec, 3, Manor pl, Sunderland
ROBB, JOHN, Outwell, Norfolk, Farm Labourer Dec 16 at 1 Off Rec, 8, King st, Norwich
ROBERTS, SYDNEY GEORGE, Swansea, Baker Dec 16 at 11 Off Rec, Government bldgs, St. Mary's st, Swansea
ROBINSON, ROBERT HENRY, Sleaford, Lincs, Clothier Dec 20 at 2.30 Off Rec, 4 and 6, West st, Boston
ROGERS, WILLIAM, Bilston, Stafford, Chemist, Dec 19 at 12 Off Rec, Wolverhampton
STEVENSON, MARK SHILLABEER, South Brent, Devon, Butcher Dec 18 at 3.15 7, Buckland ter, Plymouth
STRICKLAND, WILLIAM ARTHUR, Kirton in Lindsey, Lincs, Grocer Dec 16 at 11 Off Rec, St Mary's chmbrs, Great Grimsby
TEMPLEMAN, WILLIAM JOHN, Dartmouth, Licensed Victualler Dec 18 at 3.45 7, Buckland ter, Plymouth
THOMAS, REES, Llangennech, Carmarthen, Farm Bailiff Dec 16 at 11.30 Off Rec, 4, Queen st, Carmarthen
TONKIN, RICHARD HOLMES, Tregony, Cornwall, Builder Dec 19 at 10.30 Off Rec, 12, Princes st, Truro
TREVOR, EDWARD FRANCIS, High Ham, nr Langport, Somerset, Grocer Dec 19 at 1 Off Rec, City chmbrs, Catherine st, Salisbury
WILSON, EDWARD CHARLES, Boston, Lincs, Licensed Victualler Dec 20 at 2 Off Rec, 4 and 6, West st, Boston
YOUNG, GEORGE BROWNE, Margate, Stationer Dec 16 at 10.30 Off Rec, 68A, Castle st, Canterbury

ADJUDICATIONS.

ADAMS, EDMUND JOHN, Moretonhampstead, Devon Plumber Exeter Pet Dec 5 Ord Dec 5
BAKER, HERBERT, Ilkeston, Derby, Baker Derby Pet Dec 5 Ord Dec 5
BEAN, GEORGE, York, Draper York Pet Dec 6 Ord Dec 6
BENTLEY, HENRY, Harrogate, Provision Merchant York Pet Dec 6 Ord Dec 6
BRADBURY, ALBERT, Nottingham, Coal Miner Nottingham Pet Dec 4 Ord Dec 4
CHAMBERLIN, FRANK PECK, Watford, Herts, Newsagent St Albans Pet Dec 5 Ord Dec 5
CHANCELLOR, STEPHEN SACKETT, Margate, Confectioner, Canterbury Pet Dec 4 Ord Dec 4
CHETWYND, The Hon FLORENCE MARY, Basil st, Belgravia, High Court Pet June 29 Ord Dec 5
CHIPPINGTON, WILLIAM HENRY, Rayleigh, Essex Coachbuilder Chelmsford Pet Oct 28 Ord Dec 4
CONSTABLE, The Rev ALBERT EDWARD BROWN, Camden Town High Court Pet Oct 21 Ord Dec 4
CORCORAN, WILLIAM JAMES, Fleet st High Court Pet July 21 Ord Dec 5
COSSEY, JAMES, Fritton, nr Long Stratton, Norfolk Farmer Ipswich Pet Dec 5 Ord Dec 5
COULSON, BASIL J, Piccadilly High Court Pet Oct 14 Ord Dec 5
COWARD, JOHN, Melbury rd, Kensington High Court Pet Oct 11 Ord Dec 5
EMERSON, JOSEPH, Worsboro' Dale, near Barnsley, Yorks, Traction Engine Driver Barnsley Pet Dec 4 Ord Dec 4
FINEBERG, REUBEN, Great Garden st, Whitechapel, Furrier High Court Pet Oct 20 Ord Dec 5
GUBBINS, HENRY GEORGE, Bournemouth, Tobacco Dealer Poole Pet Nov 16 Ord Dec 6
GULLIDGE, ALBERT J, York rd, Battersea, Wholesale Tobacconist High Court Pet Oct 9 Ord Dec 2
HALLMARK, PAUL, Hanley, Egg and Butter Dealer Hanley Pet Dec 6 Ord Dec 6
HOWLAND, FRANK, Broadstairs, Kent, Stationer Canterbury Pet Dec 5 Ord Dec 5
HUGHES, GEORGE, Blaenau Festiniog, Merioneth, Gas Stoker Portmadoc Pet Dec 5 Ord Dec 5
HUMPHREYS, DAVID, and JOHN WILLIAMS, and JOHN HUGHES WILLIAMS, Aberystwyth, Builders Aberystwyth Pet Nov 30 Ord Dec 4
JONES, HOWELL, Tylorstown, Glam, Collier Pontypridd Pet Dec 5 Ord Dec 5
MCCARTHY, ROBERT MOORE, Crouch Hill, Steamship Broker High Court Pet Nov 2 Ord Dec 4
MERRICK, JOHN, Clydach Vale, Glam, Collier Pontypridd Pet Dec 4 Ord Dec 4
MOLTEN, JOHN HENRY, Highworth, Wilts Builder Swindon Pet Dec 6 Ord Dec 6
NEWMAN, BERTRAM, Ilford, Essex, Electrician Chelmsford Pet Nov 1 Ord Dec 2
NIELD, SAMUEL JOSEPH, Stockport Cheshire, Paint Merchant Stockport Pet Nov 18 Ord Dec 6
O'SULLIVAN, JAMES A. Wolseley Bridge Stafford Pet Aug 29 Ord Dec 6
OWEN, WILLIAM, Manchester, Auctioneer Manchester Pet Nov 8 Ord Dec 4
POWELL, ARTHUR, Caerau, nr Bridgend, Glam, Grocer Cardiff Pet Nov 13 Ord Dec 4
ROBINSON, ROBERT HENRY, Sleaford, Lincs, Clothier Boston Pet Dec 4 Ord Dec 4
ROGERS, WILLIAM, Bilston, Stafford, Chemist Wolverhampton Pet Dec 6 Ord Dec 6
THOMAS, REES, Llangennech, Carmarthen, Farm Bailiff Carmarthen Pet Dec 6 Ord Dec 6
TREVOR, EDWARD FRANCIS, High Ham, nr Langport, Somerset, Grocer Yeovil Pet Dec 5 Ord Dec 8
WALKER, EBENEZER WILMOT, Dudley, Worcester, Journeyman Baker Dudley Pet Dec 5 Ord Dec 5

Amended notice substituted for that published in the London Gazette of Nov 24:

KRAHN, HERBERT, Pelham st, Stock Broker Birmingham Pet Nov 8 Ord Nov 20

London Gazette.—TUESDAY, Dec. 12.

RECEIVING ORDERS.

ASHER, LEONARD, Knottingley, Yorks, Coal Dealer Wakefield Pet Dec 8 Ord Dec 8
BOTTOMLEY, HORATIO, Pall Mall High Court Pet Dec 7 Ord Dec 7
BRIGGS, JOHN HENRY, Burwell, Lincs, Cycle Agent Great Grimsby Pet Nov 16 Ord Dec 7
DALE, RICHARD, Barton on Humber, Journeyman Blacksmith Lincoln Pet Dec 8 Ord Dec 8
DRIVER, JOHN GEORGE, Liverpool, Chemist Liverpool Pet Dec 8 Ord Dec 8
EATON, ANNIE, Willenhall, Staffs Wolverhampton Pet Dec 8 Ord Dec 8
GARNER, ROBERT CLARKSON, Newark on Trent, Librarian Nottingham Pet Dec 8 Ord Dec 8
GODDARD, NORMAN M, Bouverie st High Court Pet Nov 10 Ord Dec 8
GOLDSBOROUGH, GEORGE, Oxford Oxford Pet Nov 25 Ord Dec 9
GOODIER, LEONARD, Preston, Carter Preston Pet Dec 5 Ord Dec 5
GRAY, GEORGE GOSTLING, Ingworth, Norfolk, Miller Norwich Pet Dec 9 Ord Dec 9
GRIFFITHS, WILLIAM JOHN, Ware, Provision Dealer's Manager Hertford Pet Dec 9 Ord Dec 9
HASKINS, SAMUEL WILLIAM, Northampton, Baker Northampton Pet Dec 7 Ord Dec 7

HILTON, RICHARD WILLIAM BAVERY, Bugle, St Austell, Cornwall, Mine Proprietor Truro Pet Aug 29 Ord Dec 7

HITCHINGS, JOHN THOMAS, Slad, Stroud, Glos, Farmer Gloucester Pet Dec 9 Ord Dec 9

HOLLINS, H, Boleyn rd, Forest Gate, Builder High Court Pet Nov 29 Ord Dec 8

JACKSON, ARTHUR CORBETT, Welshpool, Hotel Proprietor Newtown Pet Dec 8 Ord Dec 8

JONES, JOHN OWEN, Llangefni, Anglesey, Saddler Bangor Pet Dec 8 Ord Dec 8

KEAL, ERNEST, Marldon, nr Paignton, Farmer Plymouth Pet Dec 9 Ord Dec 9

LAPWORTH, LUCY ISABEL, Coventry Coventry Pet Dec 7 Ord Dec 7

LARGE, JAMES HENRY SHEPPARD, Orpington, Kent, Farmer Croydon Pet Dec 7 Ord Dec 7

LEWIS, JOHN LLOYD, Saint Clears, Carmarthen, Timber Merchant Carmarthen Pet Dec 8 Ord Dec 9

MACDONALD, GEORGE, Salisbury house, London Wall High Court Pet July 31 Ord Dec 8

MITCHELL, HARRY, Reddish, Stockport, Cycle Mechanic Stockport Pet Dec 7 Ord Dec 7

OULMANN, GUSTAVE, Liverpool Liverpool Pet Nov 24 Ord Dec 7

PALMER, JOHN ALBERT, Ipswich, Bootmaker Ipswich Pet Dec 9 Ord Dec 9

PARDY, JAMES REED, Waterloo pl, Company Promoter High Court Pet Sept 11 Ord Dec 6

REED, CHARLES, Neath, Cycle Dealer Neath Pet Nov 24 Ord Dec 7

SCRAFIELD, WILLIAM, Sheffield, Fruiterer Sheffield Pet Dec 7 Ord Dec 7

SLATER, ARTHUR STAFFORD, Perry vale, Forest Hill, Chemist Greenwich Pet Dec 8 Ord Dec 8

STEINBERG, BENJAMIN, Colvestone cres, Dalston, Cabinet Maker High Court Pet Oct 30 Ord Dec 6

STURDY, HARRY, Malton, Yorks, Coal Dealer Scarborough Pet Dec 9 Ord Dec 9

TOLEDO, PIETRI, Brook st, Grosvenor sq High Court Pet Nov 16 Ord Dec 7

TOPPING, THOMAS, Southport, Electrical Engineer Liverpool Pet Dec 8 Ord Dec 8

VERNON, ROBERT, Client, nr Stourbridge Stourbridge Pet Dec 5 Ord Dec 5

WHITE, GEORGE, New Sawley, Derby, Lace Manufacturer Derby Pet Nov 28 Ord Dec 8

WHITE, HARRY WILLIE, Wickham, Hants, Farrier Portsmouth Pet Dec 5 Ord Dec 5

FIRST MEETINGS.

ASHER, LEONARD, Knottingley, York, Coal Dealer Dec 22 at 11 Off Rec, 21, King st, Wakefield

ASTLEY, WILLIAM, Kingston on Thames Dec 20 at 11.30 132, York rd, Westminster Bridge rd

BOTTOMLEY, HORATIO, Pall Mall Dec 28 at 11 Bankruptcy bldgs, Carey st

CAUTLEY, JOHN BURTON, Kingston upon Hull, Medical Practitioner Dec 20 at 12 Off Rec, York City Bank chmbrs, Lowgate, Hull

CHAPMAN, CECIL SUTTON, Portsmouth Dec 21 at 3 Off Rec, Cambridge juns, High st, Portsmouth

DRIVER, JOHN GEORGE, Garston, Liverpool, Chemist Dec 20 at 11 Off Rec, 35, Victoria st, Liverpool

EATON, ANNIE, Willenhall, Staffs, Licensed Victualler Dec 21 at 12 Off Rec, Wolverhampton

ELLIS, JOHN, Llangadfan, Farmer Jan 10 at 10.30 1, High st, Newtown

EMERSON, JOSEPH, Worsboro' Dale, nr Barnsley, Yorks, Traction Engine Driver Dec 21 at 10 Off Rec, 9, Regent st, Barnsley

FRANKLIN, CYRIL PRESCOTT, Portsmouth Dec 22 at 3 Off Rec, Cambridge Junction, High st, Portsmouth

GODDARD, NORMAN M, Bouverie st Dec 22 at 1 Bankruptcy bldgs, Carey st

GOODIER, LEONARD, Preston, Carter Dec 20 at 11 Off Rec, 13, Winckley sq, Preston

HALLMARK, PAUL, Hanley, Egg and Butter Dealer Dec 20 at 3 Off Rec, King st, Newcastle, Staffs

HASKINS, SAMUEL WILLIAM, Northampton, Baker Dec 20 at 11 Off Rec, The Parade, Northampton

HOLLINS, H, Boleyn rd, Forest Gate, Builder Dec 22 at 11 Bankruptcy bldgs, Carey st

JACKSON, ARTHUR CORBETT, Welshpool, Hotel Proprietor Dec 29 at 11.45 Bull Hotel, Welshpool

KEAR, JOHN JAMES, Bristol, Motor Engineer Dec 20 at 11.45 Off Rec, 26, Baldwin st, Bristol

LAPWORTH, LUCY ISABEL, Coventry Dec 20 at 11 Off Rec, 8, High st, Coventry

LARGE, JAMES HENRY SHEPPARD, Orpington, Kent, Farmer Dec 20 at 12 132, York rd, Westminster Bridge rd

LEWIS, JOHN LLOYD, St Clears, Carmarthen, Timber Merchant Dec 21 at 12 Off Rec, 4, Queen st, Carmarthen

MACDONALD, GEORGE, Salisbury house, London wall Dec 22 at 12 Bankruptcy bldgs, Carey st

MANGION, SPIRO, Portsmouth, Coal Merchant Dec 21 at 4 Off Rec, Cambridge junct, High st, Portsmouth

MOLTON, JOHN HENRY, Highworth, Wilts, Builder Dec 22 at 11 Off Rec, 38, Regent circus, Swindon

NEILL, ROBERT, ROBERT WILLIAM NEILL, and ALAN NEILL, Lower Broughton, Salford, Builders Dec 20 at 2.30 Off Rec, Byrom st, Manchester

NOLAN, STEPHEN, Litherland, nr Liverpool, General Cooper's Foreman Dec 20 at 12 Off Rec, 35, Victoria st, Liverpool

PARDY, JAMES REED, Waterloo pl, Company Promoter Dec 22 at 11 Bankruptcy bldgs, Carey st

PARSONS, ARTHUR JOHN FREDERICK, Southend on Sea, Photographer Dec 20 at 12 Off Rec, 14, Bedford row

REED, CHARLES, Neath, Cycle Dealer Dec 20 at 11 Off Rec, Government bldgs, St Mary's st, Swansea

STEINBERG, BENJAMIN, Colvestone cres, Dalston, Cabinet Maker Dec 21 at 12 Bankruptcy bldgs, Carey st

STURDY, HARRY, Malton, Yorks, Coal Dealer Dec 20 at 4 Off Rec, 48, Westborough, Scarborough

TOLEDO, PIETRI, Brook st, Grosvenor sq Dec 21 at 1 Bankruptcy bldgs, Carey st

TOVEY, BENJAMIN, Bristol, Butcher Dec 20 at 11.30 Off Rec, 26, Baldwin st, Bristol

VERNON, ROBERT, Client, nr Stourbridge Dec 20 at 11.30 Off Rec, 1, Priory st, Dudley

WALKER, EBENEZER WILMOT, Dudley, Journeyman Baker Dec 20 at 12 Off Rec, 1, Priory st, Dudley

WHITE, GEORGE, New Sawley, Derby, Lace Manufacturer Dec 20 at 12 Off Rec, 5, Victoria bldgs, London rd, Derby

WHITE, HARRY WILLIE, Wickham, Hants, Farrier, &c Dec 22 at 4 Off Rec, Cambridge Junction, High st, Portsmouth

Amended Notice substituted for that published in the London Gazette of Dec 8:

COLE, EDWIN JAMES, Sancroft st, Kennington rd, Job master Dec 21 at 1 Bankruptcy bldgs, Carey st